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HOUSE OF REPRESENTATIVES

REPORT  
99-933

INVESTIGATION OF FINANCIAL TRANSACTIONS OF REPRESENTATIVE JAMES WEAVER WITH HIS CAMPAIGN ORGANIZATION

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REPORT

OF THE

COMMITTEE ON  
STANDARDS OF OFFICIAL CONDUCT  
HOUSE OF REPRESENTATIVES



SEPTEMBER 30, 1986.—Referred to the House Calendar and ordered to be printed

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## LETTER OF TRANSMITTAL

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U.S. HOUSE OF REPRESENTATIVES,  
COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT,  
*Washington, DC, September 30, 1986.*

Hon. THOMAS P. O'NEILL, Jr.,  
*Speaker of the House of Representatives,*  
*Washington, DC.*

DEAR MR. SPEAKER: By direction of the Committee on Standards of Official Conduct, I herewith submit the attached report, "Investigation of Financial Transactions of Representative James Weaver With His Campaign Organization."

Respectfully,

JULIAN C. DIXON, *Chairman.*



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## REPORT

### I. INTRODUCTION AND BACKGROUND

On February 5, 1986, the Committee on Standards of Official Conduct (Committee) adopted a resolution of Preliminary Inquiry to determine whether Representative James Weaver's "use of campaign funds may have resulted in violation(s) of the Code of Official Conduct, or a law, rule, regulation or other standard of conduct applicable to his conduct in the performance of his duties or in the discharge of his responsibilities." See Exhibit 1.

The Preliminary Inquiry was precipitated by a series of news reports alleging that Representative Weaver received approximately \$85,000 from his campaign organization under circumstances which he described at various times as either an investment of funds for his campaign organization, a loan of funds from the campaign organization, or a repayment of funds that he had earlier loaned to the campaign organization. Because of its concern that the financial transactions between Representative Weaver and his campaign organization had not been clearly or fully disclosed and the possibility that Representative Weaver may have improperly obtained or utilized such funds, the Committee decided to undertake the investigation.

This report contains the Committee's findings, conclusions, and recommendation with respect to the matters raised during the Preliminary Inquiry.

The investigation raised for consideration two basic issues which are of general application to all Members: the scope and intent of House Rule XLIII, clause 6, concerning the prohibitions against commingling, converting, and non bona fide campaign purpose expenditures of campaign funds, and House Rule XLIV concerning the disclosure of transactions of commodity futures. Consequently,

it is the Committee's intent that this report will provide guidance to all Members so as to avoid recurrence of the situation which precipitated the Preliminary Inquiry.

## II. HIGHLIGHTS

The Preliminary Inquiry established that—

(1) Representative Weaver *loaned* \$35,432 to his campaign organization in essentially two transactions (\$24,500 in 1974 and \$10,932 in 1984) and claimed that he was entitled to receive \$84,934.75 in *repayments* from his campaign committee on the basis that the loans were made at a 14 percent interest rate.

(2) At no time during the period of Representative Weaver's loans to his campaign was there agreement, express or implied, that any specific interest rate was to be applied to the congressman's loans.

(3) Representative Weaver first applied a 14 percent interest rate to his loans to his campaign organization in December 1985 when he filed amended campaign reports with the Federal Election Commission.

(4) Controlling Oregon law at the time of the two loans imputed rates of 6 percent and 9 percent, respectively, in connection with transactions of the type described by Representative Weaver concerning his 1974 and 1984 loans to his campaign organization. Therefore, as of December 17, 1985, the congressman was only entitled to the amount of \$54,753 as *repayment* of his earlier loans to his campaign organization.

(5) During the period August 1981–November 1984, Representative Weaver *borrowed* approximately \$82,000 from his campaign organization at 14 percent compounded quarterly. This rate was explicitly recited in a document executed at the time the first borrowing occurred.

(6) As of December 17, 1985, Representative Weaver owed his campaign \$113,169 in repayment of his borrowings.

(7) Representative Weaver's contention that his loans to and his borrowings from his campaign organization together with interest, totally offset one another is rejected. Treating Representative Weaver's loans to and from his campaign together, as of December 17, 1985, Representative Weaver owed his campaign organization \$58,416, the amount derived when the loans and borrowings are viewed as merged transactions.

(8) While the Committee did not find any apparent violations of applicable law, the circumstances underlying Representative Weaver's borrowings of money from his campaign account established a violation of House Rule XLIII, clause 6. That Rule prohibits the expenditure of campaign funds which are not attributable to bona fide campaign purposes. Representative Weaver's December 1985 reconstruction did not change the underlying character of the transactions.

(9) Representative Weaver's Financial Disclosure Statements submitted during the period of 1978 to 1985 did not report accurately and in accordance with instructions issued by this Committee, those commodity investment transactions in which he engaged. Specifically, Representative Weaver only reported



such transactions on a "generic" basis as opposed to the requirement that he disclose with specificity commodity investments on an individual commodity basis and the category of value of such transactions.

Subsequent to his appearance before the Committee on August 14, 1986, Representative Weaver agreed to a disposition of the matter based upon the facts obtained during the Preliminary Inquiry and without further Committee action as provided for by the Committee's Rules of Procedure.

The Committee does not recommend disciplinary action by the House of Representatives. This recommendation rests upon several considerations taken together. First, the Committee notes that Representative Weaver, in his original reports to the F.E.C. and his original Financial Disclosure Statements, disclosed the fact of his borrowings from his campaign organization and, therefore, there was no evidence of an intent to avoid public notice of those transactions. Next, while Representative Weaver did not accurately report his commodity investment activities in his annual Financial Disclosure Statements, it nevertheless remains that the disclosure was attempted—albeit inadequately. These circumstances dictate that no disciplinary action be taken on this matter.

### III. SCOPE

The Preliminary Inquiry began on February 5, 1986, with the objective of establishing the facts and circumstances surrounding Representative Weaver's claimed loans of funds to his campaign organization and his subsequent receipt of repayments therefor. In view of the large volume of materials obtained and analyzed, the Committee contracted with the accounting firm of Laventhol & Horwath for the purpose of "sorting" and analyzing relevant information. The Committee also obtained (1) statements from individuals having knowledge of Representative Weaver's financial transactions, (2) checks and monthly statements establishing transactions which occurred in 15 separate accounts maintained or directed by Representative Weaver, as well as (3), an explanation for those transactions from the Representative himself. The detailed findings of the Committee are presented below:

### IV. RESULTS OF INVESTIGATION

The Committee identified three broad areas for analysis and resolution:

A. Representative Weaver's loans of \$35,432 to his campaign organization;

B. Representative Weaver's borrowing of funds, approximately \$82,000, from his campaign organization, and

C. Financial Disclosure Statement issues.

Each of these areas is discussed below.

## A. Representative Weaver's loans of \$35,432 to his campaign organization

### 1. Principal amount advanced

The investigation began with the objective of establishing whether Representative Weaver had indeed made loans of money to his campaign organization and received repayment of these loans at an interest rate of 14 percent. Representative Weaver, in his December 17, 1985 letter to the Federal Election Commission (F.E.C.) stated that the subject transactions occurred during the period 1974-1984. See Appendix A.

On January 24, 1986, prior to the commencement of the Preliminary Inquiry, Representative Weaver also amended his Financial Disclosure Statements to comport with his December, 1985, letter to the F.E.C. submitting his amended campaign statements. See Appendix B.

The Committee determined that the congressman loaned an aggregate amount of \$35,432 to his campaign organization. Using Representative Weaver's December 1985 letter to the F.E.C. as a starting point, the Committee confirmed that the loans occurred as follows:

Date	Loan amount	Total loan principal
May 1974.....	\$2,200	\$2,200
May 1974.....	500	2,700
May 1974.....	2,000	4,700
May 1974.....	800	5,500
May 1974.....	500	6,000
June 1974.....	1,000	7,000
July 1974.....	2,000	9,000
August 1974.....	3,000	12,000
September 1974.....	12,500	24,500
July 1984.....	10,932	35,432

The Committee views the transactions, above, as essentially two loans—one in 1974 for \$24,500 and a second in 1984 for \$10,932. In reaching this conclusion, the Committee both relied upon and accepted Laventhol & Horwath's report in this regard. See Appendix C.

### 2. Interest rate

Representative Weaver asserted that he was entitled to 14 percent interest, per annum, on his loans. Accordingly, the Committee focused on whether the 14 percent interest rate on the loans was appropriate and based upon an agreement between the parties to the transactions.

The Committee was not able to identify nor was Representative Weaver able to provide any documentation establishing that a 14 percent loan rate had been expressly agreed to. The *only* document of which the Committee is aware, dated May 16, 1986, is a letter which the Committee received from J. Michael Farley, who was Representative Weaver's campaign treasurer in 1974. See Appendix D. Mr. Farley stated that a loan *relationship* was established be-

tween the campaign organization and Representative Weaver. The Farley letter, however, does *not* recite a loan rate other than to state interest was assumed.

Critical to the Committee's consideration of the matter of interest rate were the information and statements offered by Representative Weaver during a committee meeting held on August 14, 1986. At that time, Representative Weaver specifically stated that the 14 percent loan rate was not based upon an express agreement to that effect with his campaign organization but that the rate was unilaterally applied by him in December 1985 in connection with his preparation of amended F.E.C. reports. The congressman told the Committee that he chose a 14 percent interest rate for the entire period of his loans to his campaign because his borrowing from the campaign was at a 14 percent rate (compounded quarterly) and because interest rates generally had gone as high as 21 percent. Consequently, Representative Weaver considered the 14 percent rate as fair. See Exhibit 2.

In light of Representative Weaver's acknowledgement that no express rate of interest had ever been agreed to, the Committee concluded that it could not adopt the congressman's December 1985 reconstruction in which a 14 percent interest rate was applied to his loans. Instead, the Committee viewed the transactions in the context of controlling Oregon law at the time the congressman made his loans to his campaign organization—in 1974 and 1984. To this end, the Committee contacted representatives of the State of Oregon and also conducted independent research of Oregon statutes to determine what rate of interest was applicable to loan transactions of the type here involved—transactions not involving banks or licensed lending institutions and transactions where no express understanding on loan rate had been agreed to.

The Committee determined that, with respect to Representative Weaver's loans in 1974, which aggregated \$24,500, Oregon law, Oregon Revised Statutes, § 82.010, in effect as of October 5, 1973, imputed an interest rate of 6 percent to such transactions.<sup>1</sup> Similarly, the Committee determined that Oregon Revised Statutes, § 82.010, was amended in 1979, and that, with regard to his loan of \$10,932 in 1984, state law imputed an interest rate of 9 percent on such transactions.<sup>2</sup> This conclusion was supported by the account-

<sup>1</sup> Oregon Revised Statutes, § 82.010, in effect in 1974 stated, in relevant part—(1) *The legal rate of interest is six percent per annum and is payable on: (1) All moneys after they become due; but open accounts bear interest from the date of the last item thereof. (b) Judgments and decrees for the payment of money from the date of the entry thereof unless some other date is specified therein, except that those upon contracts bearing more than six percent interest and not exceeding the maximum rate, bear the same rate of interest as borne by such contracts. (c) Money received to the use of another and retained beyond a reasonable time without the owner's express or implied consent. (d) Money due upon the settlement of matured accounts from the day the balance is ascertained. (e) Money due or to become due where there is a contract to pay interest and no rate specified. (2) But on contracts interest up to a maximum rate of 10 percent per annum may be charged upon express agreement of the parties.* (Emphasis added.)

<sup>2</sup> As amended in 1979, Oregon Revised Statutes, § 82.010, stated pertinently—(1) Subject to the limitations of ORS 725.031, or any other provision of law, the rate of interest for any transaction shall be as agreed between the parties to the transaction. (2) *The rate of interest for the following transactions, if the parties have not otherwise agreed to a rate of interest, is nine percent per annum and is payable on: (a) All moneys after they become due; but open accounts bear interest from the date of the last item thereof. (b) Money received to the use of another and retained beyond a reasonable time without the owner's express or implied consent. (c) Money due or to become due where there is a contract to pay interest and no rate specified.* (Emphasis added.)

ing firm of Laventhol & Horwath, an accounting firm with offices in the State of Oregon.

The Committee requested Laventhol & Horwath to compute how much Representative Weaver was entitled to as a return on his loans of \$24,500 in the 1974 time frame and \$10,932 in 1984, such computation being keyed to December 17, 1985, the date on which Representative Weaver recharacterized his transactions to the F.E.C. This computation resulted in the conclusion that, as of December 17, 1985, Representative Weaver was entitled to \$54,753 in repayment of principle and interest on his aggregate loans of \$35,432. The precise computations follow.

#### I. LOAN OF \$24,500

Year and month(s)	Loans or payments	6 percent interest (annually)	Balance
1974:			
May.....	\$2,200		
	500		
	2,000		
	800		
	500	\$30	
June.....	1,000	35	
July.....	2,000	45	
August.....	3,000	60	
September.....	12,000	123	\$24,500
October-December.....		368	25,161
1975:			
January-November.....		1,384	26,545
November.....	(500)		26,045
December.....		130	26,175
1976:			
January.....		131	26,306
February 1.....	(2,500)		23,806
February-December.....		1,309	25,115
1977: All.....		1,507	26,622
1978: All.....		1,597	28,219
1979: All.....		1,693	29,912
1980: All.....		1,795	31,707
1981: All.....		1,902	33,609
1982: All.....		2,017	35,626
1983: All.....		2,138	37,764
1984: All.....		2,266	40,030
1985: January-December 17 (351/365).....		2,310	42,340

#### II. LOAN OF \$10,932

Year and month(s)	Loans or payments	9 percent interest (annually)	Balance
1984: July 1.....	\$10,932		\$10,932
1984: July-December.....		\$492	11,424
1985: January-December 17.....		989	12,413

See appendix C.

**Conclusions regarding Representative Weaver's loans to his campaign:**

(1) Representative Weaver loaned an aggregate of \$35,432 to his campaign organization (\$24,500 in 1974 and \$10,932 in 1984).

(2) There was no express agreement regarding any specific interest rate to be applied to such loans.

(3) Representative Weaver acknowledged that the 14 percent rate was a matter of his unilateral determination in December 1985 when he recharacterized his loan transactions to the F.E.C.

(4) Oregon law, at the time of the 1974 loans, imputed an interest rate of 6 percent to transactions of the type here involved and therefore such rate is applicable to Representative Weaver's loans of \$24,500 which took place in 1974.

(5) Oregon law, at the time of the 1984 loans, imputed an interest rate of 9 percent to transactions of the type here involved and therefore such rate is applicable to Representative Weaver's loans of \$10,932 which took place in 1984.

(6) Applying the imputed interest rates to Representative Weaver's loans establishes that, as of December 17, 1985, the date on which Representative Weaver amended his F.E.C. reports, the congressman was entitled to \$54,753 in repayment of his 1974 and 1984 loans.

#### *B. Representative Weaver's borrowings from his campaign organization*

The Preliminary Inquiry established, and Representative Weaver acknowledged, that he borrowed approximately \$82,000 from his campaign on essentially three occasions. Specifically, Representative Weaver borrowed \$18,634.75 on August 2, 1981, \$15,000 in November 1982, and \$48,300 in November 1984.

The congressman's first borrowing of \$18,634.75 occurred on August 2, 1981 and was derived from the proceeds of a campaign certificate of deposit which was cashed and the funds advanced to Representative Weaver. Prior to the loan, the campaign had purchased a certificate of deposit on March 26, 1981, for \$18,379 at 12.524 percent interest with a maturity date of September 24, 1981. When the certificate of deposit was cashed in order to loan funds to Representative Weaver, the campaign committee sustained a penalty of \$575.45 for early withdrawal. Representative Weaver's loan agreement regarding the \$18,634.75 appears in Appendix E.

The \$15,000 loan in November 1982 was comprised of four transactions:

##### *"November 1982" Borrowings*

November 10, 1982.....	\$5,000.00
November 15, 1982.....	5,000.00
November 19, 1982.....	4,000.00
December 7, 1982.....	732.50

The Committee, for ease of analysis and discussion, has treated the above transactions in 1982 as one aggregate borrowing of \$15,000.

The \$48,300 that Representative Weaver's borrowed in November 1984 was also comprised of four separate transactions:

##### *"November 1984" Borrowings*

October 18, 1984.....	\$15,000
November 5, 1984.....	15,000
November 21, 1984.....	15,000
December 21, 1984.....	3,300

Again, for ease of analysis and discussion, the Committee is treating these latter four transactions as one overall borrowing of \$48,300 occurring in November 1984.

The August 2, 1981, loan agreement expressly states that the congressman was borrowing \$18,634.75 at an interest rate of 14 percent compounded quarterly. Representative Weaver did not provide any other documentation in connection with the loans of \$15,000 and \$48,300 and stated that the latter two borrowings were to be governed by the agreement recited in connection with his first loan of the \$18,634.75.<sup>1</sup> In this light, Representative Weaver has taken the position, and the Committee accepts, that he borrowed a total of \$81,934.75 from his campaign organization on essentially three separate occasions with repayment to be computed at 14 percent compounded quarterly.

During his appearance before the Committee on August 14, 1986, Representative Weaver discussed the three borrowings. He expressly stated that the sums involved were rendered his personal moneys by virtue of the loan transactions and that the moneys lost their "campaign" character as a consequence of the loan transactions. He also stated that the money involved could have been used for whatever purpose he wished. Specifically, Representative Weaver stated—

I could have gone out and bought, you know, a house with it, or a car with it or whatever. But just as a banker, you know, I go in and borrow money from a bank they say what are you going to do with it? The whole point of it was that I was going to—this was discussed closely—I was going to take this money, it was my money, put it in a commodity account and if I achieved profits, I was going to—didn't have to—but my intention was to contribute those profits to Weaver for Congress.

\* \* \* \* \*

But the reason for loaning me the money was not—I could have bought a boat with it, or a car with it. It was my money. But my motive for doing this was to take my own money that the campaign committee had loaned me, and see if I could make some money with it. If I did, I was going to contribute to my campaign.

\* \* \* \* \*

There were margin calls [in Representative Weaver's commodity investment accounts] all the time, constantly. And I used my own money to make these margin calls.

\* \* \* \* \*

And I used this money to invest in commodities.

\* \* \* \* \*

<sup>1</sup> Specifically, during his August 14, 1986 appearance before the Committee, Representative Weaver stated: "There was one document that was made for the first loan [\$18,634.74 on August 2, 1981], and then I considered the rest of the loans to be made under that document."

I could have made it [the commodity investment account established for investment of this money] Weaver Vacation Account and with the idea of taking the profit and going on vacation with it.

In the light of the extracts of the congressman's testimony, quoted above, it is readily apparent that the sums Representative Weaver borrowed in the 1981 through 1984 time period were viewed by the congressman as his personal funds not subject to any limitation on their use or any obligation to utilize such funds for the benefit of his campaign organization.

As with the congressman's loans to his campaign organization, Laventhol & Horwath computed how much Representative Weaver would have owed to his campaign organization as a result of the above-described loans computed at an interest rate of 14 percent compounded quarterly, such rate being applied as of the dates each overall transaction occurred: August 1981, November 1982, and November 1984. The result of this computation established that as of December 17, 1985, the date on which Representative Weaver re-characterized his borrowings from his campaign in his letter to the F.E.C., he owed his campaign organization \$113,169. The computation follows.

#### WEAVER BORROWING

Year month(s)/quarter	Disbursement	14 percent interest quarterly	Balance
1981:			
July .....	\$18,635		\$18,635
October .....		\$652	19,287
1982:			
January .....		675	19,962
April .....		699	20,661
July .....		723	21,384
October .....		748	22,132
November .....	15,000	253	37,385
1983:			
January .....		882	38,267
April .....		1,339	39,606
July .....		1,386	40,992
October .....		1,435	42,427
1984:			
January .....		1,485	43,912
April .....		1,537	45,449
July .....		1,591	47,040
Oct. 18 .....	15,000	1,414	63,454
October .....		314	63,768
Nov. 5 .....	15,000	121	78,889
Nov. 21 .....	15,000	480	94,369
Dec. 27 .....	3,300	1,292	98,961
1985:			
January .....		1,318	100,279
April .....		3,510	103,789
July .....		3,633	107,422
October .....		3,760	111,182
Dec. 17 .....		1,987	113,169

See appendix C

Conclusions with respect to Representative Weaver's borrowings:

- (1) Representative Weaver borrowed \$18,634.75 in August 1981 at an interest rate of 14 percent compounded quarterly.
- (2) Representative Weaver borrowed \$15,000 in November 1982 at an interest rate of 14 percent compounded quarterly.
- (3) Representative Weaver borrowed \$48,300 in November 1984 at an interest rate of 14 percent compounded quarterly.
- (4) The sums Representative Weaver borrowed were considered by him to be his personal money to be used for any purpose he wished with no obligation to utilize the funds for any particular purpose.
- (5) As of December 17, 1985, Representative Weaver owed his campaign \$113,169 as repayment of principle and interest on the loans.

### C. Financial disclosure statement issues

This Committee has, for many years, provided detailed instructions with respect to the preparation and filing of disclosure statements required by the Ethics in Government Act of 1978 (EIGA), 2 U.S.C. 701 et seq. EIGA reporting requirements are incorporated by reference in House Rule XLIV. Specifically, the Committee instructions, under the heading of "Transactions", state:

Each reported transaction in real property, securities, or *commodities futures* should identify the property involved in the same manner as described for the reporting of property holdings on page 8. The amount to be reported is the category of value of the total purchase price or total sales price (or the fair market value in the case of an exchange) and is not related to any capital gain or loss on the transaction. The description of *each* transaction should indicate whether the property was purchased, sold, or exchanged, and include the date of the transaction. For example, a typical listing under this category would be "XYZ stock, purchased on September 15, 1983, purchase price Category of Value B;" or "30 percent interest in office building, 1100 North Main Street, Springfield, Va., sold on March 15, 1983, sales price Category of Value D."

*If there are two or more transactions of the same security or commodity future during the calendar year, one or more of which involved less than \$1,000 but which together totaled more than \$1,000, then the aggregate category of value of all the transactions of less than \$1,000 should be reported, but the dates of those transactions may be omitted. In addition, any individual transaction which exceeded \$1,000 must be listed by date and category of value. For example, a typical listing would be "ABC Mutual Fund, sale of shares on October 1, 1983, sales price Category of Value A, and four purchases at various times during the year, total purchase price Category of Value A."* (Emphasis added.)

The Committee's review of Representative Weaver's Financial Disclosure Statements for 1978-1985 establishes that he did not disclose his trading in commodity futures in accordance with the Committee's instructions. Rather, Representative Weaver instead listed



the generic categories of *all* commodities in which he traded and assigned a category of value to the aggregate of *all* such transactions.

For example, the 1978 Financial Disclosure Statement stated:

U.S. Treasury Bills & Bonds, Future Contracts Investment—Category III

Representative Weaver's 1979 Financial Disclosure Statement reported his commodity investments as follows:

U.S. Treasury Bonds & Bills; Silver; Cattle Futures Investments—Category C

The congressman's 1980 Financial Disclosure Statement disclosed commodity trading as follows:

U.S. Treasury Bills, Bonds, Gold, Future Contracts—Category C

Representative Weaver's 1981 Financial Disclosure Statement reported his commodity investment transactions as follows:

U.S. Treasury Bills, bonds, gold future contracts investment—Category C

Representative Weaver's 1982 Financial Disclosure Statement stated:

U.S. Treasury Bonds, Gold Contracts—Category C

The 1983 Financial Disclosure Statement reported commodity investments as:

U.S. Treasury Bonds and Bills Futures—Category C

The Financial Disclosure Statement for 1984 stated:

U.S. Treasury Bonds and Bills Futures—Category C

Again, Representative Weaver's 1985 Financial Disclosure Statement reported his commodity investment transactions as follows:

Margin account trading in U.S. Treasury Bonds, Treasury Bills, Eurodollar, gold, stock index, soybean, British Pound, Swiss Franc Futures Contracts During period Jan. 1, 1985 to September 13, 1985, when account closed—Category B.

The Committee also noted that Representative Weaver traded in other commodities during certain of the years in the 1978-1985 period that were not reported in his Financial Disclosure Statements. These included, for example, corn, hogs, soybeans, pork bellies, wheat, copper, and crude oil. Trading in these commodities was above the \$1,000 reporting threshold.

Although Representative Weaver amended his Financial Disclosure Statements for calendar years 1978-1984 on January 24, 1986, the amendments did not remedy the defects in disclosure of his commodity investments. When Representative Weaver amended his prior Statements he included a letter explaining, among other things, his commodity investments. See Appendix B.

Based on the foregoing, the Committee concludes that Representative Weaver did not adequately disclose his trading in commodity futures in accordance with the Committee's instructions.

#### V. LEGAL ANALYSIS

##### A. *House Rule XLIII, clause 6*

House Rule XLIII, clause 6 states:

A Member of the House of Representatives shall keep his campaign funds separate from his personal funds. He shall convert no campaign funds to personal use in excess of reimbursement for legitimate and verifiable prior campaign expenditures and he shall expend no funds from his campaign account not attributable to bona fide campaign purposes.

Clause 6 contains three distinct prohibitions applicable to a Member's handling and use of campaign funds: (1) a prohibition against commingling personal and campaign funds; (2) a prohibition against converting campaign funds to personal use; and (3) a prohibition against expending campaign funds not attributable to bona fide campaign purposes.

The Committee accepts Representative Weaver's contention that the sums he borrowed (approximately \$82,000) were rendered his "personal funds" when the loan transactions took place. In other words, the loans of the money to Representative Weaver changed the character of the funds lent from "campaign" to "personal"<sup>1</sup> and thus placement of such personal funds in an account with other personal funds was not a commingling of the moneys. It therefore follows that any subsequent deposit of such sums with other of the congressman's personal funds would not represent a commingling of personal and campaign money under the Rule. Consequently, Representative Weaver did not violate House Rule XLIII, clause 6, first prohibition, when he placed the sums he borrowed from his campaign in an account with other personal funds.

Similarly, the Committee concludes that when Representative Weaver utilized the sums he borrowed for the purpose of engaging in commodity investment activities he did not violate the second prohibition of Rule XLIII, clause 6. Specifically, since the sums borrowed were rendered "personal" as a result of the loan transactions, any such use of those moneys did not entail the use of "campaign" funds. Thus, no converting of campaign funds to personal use occurred since personal funds were being used subsequent to the loans. In this light, the Committee concludes that Representative Weaver did not violate the second prohibition of Rule XLIII, clause 6 when he used the borrowed sums for personal investments.

The same, however, cannot be said with respect to the third prohibition of Rule XLIII, clause 6—the prohibition against expending campaign funds not attributable to bona fide campaign purposes. As discussed earlier, Representative Weaver acknowledged that the

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<sup>1</sup> The campaign committee's total assets were not diminished by the transaction, but were changed from cash to a receivable from the congressman.

purpose underlying his borrowings from his campaign was to obtain money to enable him to engage in commodity investments and that he was under no obligation to use the funds so borrowed for the sole and exclusive benefit of his campaign.

The Committee's analysis of Rule XLIII, clause 6 is that while campaign funds may be invested, when a candidate borrows money from his own campaign a presumption is raised that a candidate is receiving a personal benefit—i.e., the use of the money. This presumption can be overcome by demonstrating that, notwithstanding the appearance of personal benefit, the purpose for which the funds are borrowed is a bona fide campaign purpose—i.e., a political objective. In the present case, Representative Weaver did not offer, nor did the Committee obtain, any facts supporting a conclusion that the use of the money was designed *solely and exclusively* to enhance the Weaver campaign organization. The Committee takes the position that any use of campaign funds which personally benefit the Member rather than to exclusively and solely benefit the campaign is *not* a "bona fide campaign purpose." Moreover, a bona fide campaign purpose is not established merely because the use of campaign money *might* result in a campaign benefit as an incident to benefits personally realized by the recipient of such funds, such as where, as in the case of Representative Weaver, the individual has the discretion of whether to share benefits he might realize from the use of campaign money.

While not raised by Representative Weaver, the Committee believes that any other interpretation and application of the third prohibition of Rule XLIII, clause 6 would open the door to a potentially wide range of abuse and could result in situations where campaign moneys were expended for the personal enjoyment, entertainment, or economic well-being of an individual without any clear nexus that the funds so expended achieved any political benefit to the disbursor (campaign organization) of the funds. With respect to the present investigation, it is the Committee's judgment that Representative Weaver, both through his statements and through the facts obtained by the Committee during the course of the Preliminary Inquiry, clearly established that the use of the funds he obtained from his campaign organization were *not* for bona fide campaign purposes, but rather, for his own use in personal commodity investments with no assurance that his campaign would realize any benefit from the use of the funds.

The Committee recognizes that an argument could be raised that the failure to achieve an economic benefit from an investment should not, per se render that investment an improper campaign expenditure. Indeed, it is quite conceivable that many campaign organizations may have invested funds in losing propositions or made disbursements without any money-making goal in mind. Nevertheless, the test of the propriety of any such campaign expenditure is, in the words of Rule XLIII, clause 6, whether the expenditure is "attributable to a bona fide campaign purpose" and not whether the campaign has made money from that expenditure. Thus, this Committee would not consider as improper campaign loans or disbursements to persons or organizations for a clear political purpose—such as loans to other campaign or political organizations. Again, it is the *objective* of the expenditure and not whether the

expenditure makes money or, in the case of loans to other political organizations, whether the expenditure results in a demonstrable political benefit to the disbursing campaign organization. In the case of a campaign organization lending money to *its own candidate*, the Committee would expect such bona fide loan transactions to be attended by facts supporting the need for a loan to the candidate as opposed to a direct expenditure.

Applying the above interpretation to the present case leads this Committee to the conclusion that no demonstrable political objective ("bona fide campaign purpose") was established when Representative Weaver caused his campaign organization to loan him approximately \$82,000. By his own admission, Representative Weaver acknowledged that he could have used the funds for any purpose, whether it be the purchase of a house, car, or a vacation. In this light, the Committee must conclude that the expenditures underlying Representative Weaver's borrowings were not for "bona fide campaign purposes" but, rather, were expenditures to enable the congressman to engage in personal commodity investments. The fact that Representative Weaver *might* have contributed profits to his campaign or was obligated to pay his campaign interest on the loans is not sufficient to overcome the fact that the *primary* purpose underlying the expenditures was to support Representative Weaver's personal commodity transactions, which included his use of borrowed sums to cover investment deficits.

Conclusions with respect to Rule XLIII, clause 6:

(1) The Rule prohibits commingling of personal and campaign funds, converting campaign funds to personal use, and campaign expenditures not attributable to bona fide campaign purposes.

(2) Representative Weaver's borrowings of money from his campaign rendered the funds his personal money.

(3) Representative Weaver's merger of the sums he borrowed with other personal money was not a commingling of personal and campaign funds.

(4) Representative Weaver's use of the funds he borrowed from his campaign was not a "converting" of campaign funds to personal use since the sums so used were his funds.

(5) The campaign expenditures (i.e., loans) underlying Representative Weaver's borrowings were not "bona fide campaign expenditures" since the sums so expended were not solely and exclusively for campaign—political—purposes but, rather, were to enable the congressman to engage in personal investments.

(6) The fact that a campaign expenditure might result in an economic benefit to the campaign is not sufficient to render such an expenditure a bona fide campaign disbursement.

(7) The test of the propriety of a campaign expenditure is the *purpose* for the expenditure and not simply whether an incidental campaign benefit might exist.

#### *B. House Rule XLIV—financial disclosure*

The Ethics in Government Act of 1978, as amended, (EIGA) requires filers to disclose various categories of information described by the Act. Under the Act, this Committee is authorized to promulgate regulations and instructions to implement the statutory filing

requirements. Section 102(a)(2)(5) of EIGA states that filers must report—

\* \* \* a brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeds \$1,000—

(A) in real property, other than property used solely as a personal residence of the reporting individual or his spouse; or

(B) in stocks, bonds, *commodities futures*, and other forms of securities. (Emphasis added.)

Implementing instructions issued by this Committee state:

If there are two or more transactions of the same security or *commodity future* during the calendar year, one or more of which involved less than \$1,000 but which together totaled more than \$1,000, then the aggregate category of value of all the transactions of less than \$1,000 should be reported, but the dates of those transactions may be omitted. In addition, any individual transaction which exceeded \$1,000 must be listed by date and category of value. (Emphasis added.)

The Committee's examination of Representative Weaver's Financial Disclosure Statements leads to the conclusion that he did not disclose, in accordance with the statute and implementing instructions, the commodity transactions in which he engaged. This analysis and conclusion is applicable to all of the congressman's Financial Disclosure Statements for the period 1978 through 1985.

The Committee, therefore, concludes that Representative Weaver's filings under EIGA for the years 1978-85 did not satisfy the statutory requirements quoted above, as implemented by this Committee.

Conclusions with respect to House Rule XLIV:

(1) Rule XLIV, EIGA, as implemented by this Committee, requires filers to disclose with specificity transactions in commodities investments—such specificity to include the particular commodity in which transactions are engaged and the category of value for the aggregate transactions so engaged in each commodity.

(2) Representative Weaver reported his commodity transactions on a generic basis resulting in his disclosure of all commodities investments and a category of value assigned to such overall generic category.

(3) Representative Weaver did not disclose his commodity investment activities in accordance with the expressed instructions of this Committee.

(4) This analysis and conclusion is applicable to Representative Weaver's Financial Disclosure Statements for 1978 through 1985, inclusive.

## VI. FACTUAL AND LEGAL CONCLUSIONS

The Committee concludes that—

A. Representative Weaver was not entitled to a 14 percent return on his loans of \$35,432 to his campaign organization, but in-

stead, based on controlling Oregon law, was only entitled to 6 percent and 9 percent as applied to certain of those loans depending on when the loans were made. Consequently, Representative Weaver's campaign organization only owed him \$54,753 as of December 17, 1985, the date on which he recharacterized those transactions to the Federal Election Commission.

B. Representative Weaver borrowed approximately \$82,000 from his campaign compounded quarterly at 14 percent which as of December 17, 1985 resulted in his debt to his campaign of \$113,169.

C. The net economic result of Representative Weaver's loans and borrowings is that, as of December 17, 1985, he owed his campaign organization \$58,416.

D. Representative Weaver violated House Rule XLIII, clause 6 when he borrowed approximately \$82,000 from his campaign organization, since such borrowings did not represent "bona fide campaign" expenditures.

E. Representative Weaver violated House Rule XLIV due to his failure to disclose adequately his commodity investment transactions during the period 1978 through 1985.

#### VII. RECOMMENDATION

The Committee does not recommend disciplinary action by the House of Representatives. This recommendation rests upon several considerations taken together. First, the Committee notes that Representative Weaver, in his original reports to the F.E.C. and his original Financial Disclosure Statements, disclosed the fact of his borrowings from his campaign organization and, therefore, there was no evidence of an intent to avoid public notice of those transactions. Next, while Representative Weaver did not accurately report his commodity investment activities in his annual Financial Disclosure Statements, it nevertheless remains that the disclosure was attempted—albeit inadequately. These circumstances dictate that no disciplinary action be taken on this matter.

This Report was approved by the Committee on Standards of Official Conduct on September 30, 1986, by a vote of 12 yeas; 0 nays.

#### STATEMENT UNDER CLAUSE 2 (1) (3) (A) OF RULE X

The Committee's oversight findings and recommendation are as stated above. No budget statement is submitted. \*

APPENDIX A

HAND DELIVERED

December 17, 1985

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

RECEIVED  
DEC 18 1985  
HOUSE

RE: Campaign Committees: Weaver for Congress Committees - House  
I.D. # 035530 and I.D. # 052973

Dear Sir:

Weaver For Congress Committee House ID # 035530 functioned as my campaign committee in the year and for the election of 1974. During that period I loaned the Committee \$24,500.00 of my personal cash funds. Weaver For Congress Committee # 035530 continued to report this loan, less payments of \$3,000.00 to April, 1979, and was never terminated.

Weaver For Congress Committee ID # 052973 was formed in the year and for the election of 1976. Both Committees continued to run concurrently, but activity was in ID 052973.

Through these years I was anxious to have the Committee repay the loan I made to it together with accrued interest. I was erroneously and unofficially informed that my loans could not be repaid, though I continued to believe the loan should be repaid and would be repaid. I have now been informed, verbally and unofficially, by Mr. Brad Ritchfield of the FEC, that such a loan can be repaid.

I am with this letter and with the attached amended reports for both ID 035530 and ID 052973, transferring the obligations of Weaver For Congress Committee ID 035530 (which include not only my loan but a similar loan made to the Committee by Sidney Leiken) to Weaver For Congress Committee ID 052973 as of July 1, 1981. I am also terminating Weaver For Congress Committee ID 035530 effective December 21, 1985.

Payments made by Weaver For Congress ID 052973 to myself as loans to me by the Committee are now constituted, as they should be, payment of principle and interest on the loan I made to Weaver For Congress in 1974. The amended reports attached do not include every report made to you from 1974, but do include amendments to each report which show activity on the loans. Should you wish me to file amended reports for each and every report, please inform me; otherwise, this letter shall stand for such amendments.

Thank you very much.

Sincerely,

*Jim Weaver*

Jim Weaver - as candidate and treasurer,  
Weaver For Congress Committee  
ID 035530 and ID 052973

## For Authorized Committee

(Summary Page)

ALIEN AREA <b>RECEIVED DELIVERED</b> 1. Name of Committee (in full) <b>Weaver for Congress</b> Address (Number and Street) City, State and Zip Code	2. FEC Identification Number <b>HOUSE I.D. # 015530</b> 3. Is this Report an Amendment? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

TYPE OF REPORT

**X** Transfer of debt obligation

<input type="checkbox"/> April 15 Quarterly Report	<input type="checkbox"/> Twelfth day report preceding
<input type="checkbox"/> July 15 Quarterly Report	election on _____ in the State of _____
<input type="checkbox"/> October 15 Quarterly Report	<input type="checkbox"/> Thirtieth day report following the General Election on
<input type="checkbox"/> January 31 Year End Report	_____ in the State of _____
<input type="checkbox"/> July 31 Mid Year Report (Non-election Year Only)	<input type="checkbox"/> Termination Report

This report contains activity for —  Primary Election  General Election  Special Election  Runoff Election

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period <b>SUMMARY</b> Jan. 1, 1979 through July 1, 1981		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (From Line 11 (a))		
(b) Total Contribution Refunds (From Line 20 (d))		
(c) Net Contributions (other than loans) (subtract Line 6 (b) from 6 (a))		
7. Net Operating Expenditures		
(a) Total Operating Expenditures (From Line 17)		
(b) Total Offsets to Operating Expenditures (From Line 14)		
(c) Net Operating Expenditures (Subtract Line 7 (b) from 7 (a))		
8. Cash on Hand at Close of Reporting Period (From Line 27)	\$1.67	
9. Debts and Obligations Owed TO The Committee (Items 20 (a) on Schedule C or Schedule D)		
10. Debts and Obligations Owed BY The Committee (Items 20 (b) on Schedule C or Schedule D)	- 0 -	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Jim Weaver

Type or Print Name of Treasurer

*Jim Weaver*

SIGNATURE OF TREASURER

12/17/85

Date

For further information, contact:  
 Federal Election Commission  
 Toll Free 800-424-9530  
 Local 202-533-4048

NOTE: Submission of false erroneous or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 5407.

All previous versions of FEC FORM 3 and FEC FORM 3e are obsolete and should no longer be used.

	FEC FORM 3 (1985)
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of Receipts and Disbursements  
(Page 2, FIC FORM 3)

Name of Committee (or Firm)	Report Covering the Period	
<u>Weaver for Congress Committee</u>	From <u>Jan. 1, 1979</u>	To <u>July 1, 1981</u>
<b>I. RECEIPTS</b>	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees		
Blank Entry Underlined \$		
(b) Political Party Committees		
(c) Other Political Committees		
(d) The Candidate		
(e) TOTAL CONTRIBUTIONS (other than loans listed 11(a), 11(b), 11(c) and 11(d))		
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		
13. LOANS:		
(a) Made or Guaranteed by the Candidate		
(b) All Other Loans		
(c) TOTAL LOANS (add 13 (a) and 13 (b))		
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebate, etc.)	55,561.00	
Transferred to 052973 of loan obligation	2,161.00	
15. OTHER RECEIPTS (Dividends, Interest, etc.)		
16. TOTAL RECEIPTS (add 11 (a), 12, 13 (c), 14 and 15)	57,722.00	
<b>II. DISBURSEMENTS</b>		
17. OPERATING EXPENDITURES		
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		
Loan obligation transferred to 052973	57,722.00	
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate		
(b) Of All Other Loans		
(c) TOTAL LOAN REPAYMENTS (add 19 (a) and 19 (b))		
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees		
(b) Political Party Committees		
(c) Other Political Committees		
(d) TOTAL CONTRIBUTION REFUNDS (add 20 (a), 20 (b), and 20 (c))		
21. OTHER DISBURSEMENTS		
22. TOTAL DISBURSEMENTS (add 17, 18, 19 (c), 20 (d) and 21)	57,722.00	
<b>III. CASH SUMMARY</b>		
23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	51.67	
24. TOTAL RECEIPTS THIS PERIOD (From Line 16)	57,722.00	
25. SUBTOTAL (add Line 23 and Line 24)	57,773.67	
26. TOTAL DISBURSEMENTS THIS PERIOD (From Line 22)	57,722.00	
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 26 from 25)	51.67	

Form 1041-6  
 (Revised 3/72)

## LOANS

 LINE NUMBER  
 (Use separate schedules  
 for each numbered line)

Name of Committee (or Full) Weaver for Congress Committee			
A. Full Name, Mailing Address and ZIP Code of Loan Source Jim Weaver 33823 Seavey Loop Eugene, Oregon 97405		Original Amount of Loan 24,500.00	Cumulative Payments To Date 3,000.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify):		Balance Outstanding at Close of This Period 55,561.00 transferred to 052973 in interest accr	
Terms: Date Incurred _____ Date Due _____		Interest Rate _____ % (Adv)	<input type="checkbox"/> Secured
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code  Personal Funds	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source Sidney Leiken 2230 W. Harvard Roseburg, Oregon 97470		Original Amount of Loan 1,500.00	Cumulative Payments To Date 700.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify):		Balance Outstanding at Close of This Period 2,161.00 transferred to 052973 inc: interest accru	
Terms: Date Incurred 1974 Date Due on demand		Interest Rate 14 % (Adv)	<input type="checkbox"/> Secured
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code  Personal Funds	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period This Page (optional) .....			0
TOTALS This Period Last page in this file only) .....			0

Carry outstanding balance over to LINE 3, Schedule D, for the Sec. If no Schedule D, carry forward to appropriate line of Schedule D.

INTEREST AND PRINCIPLE PAYMENTS ON LOANS TO WEAVER FOR CONGRESS  
COMMITTEE

	INTEREST AT 14% PER ANNUM	LOANS OR PAYMENTS	PRINCIPLE
May, 1974		2,200	
		500	
		2,000	
		800	
	42	500	6,000
June, 1974	69	1,000	7,000
July, 1974	95	2,000	9,000
Aug., 1974	135	3,000	12,000
Sept., 1974	210	12,500	24,500
Oct.-Dec., 1974	858		
Jan. 1, 1975			25,909
Jan.-Nov., 1975	3,325		29,234
Nov., 1975		( 500)	28,734
Nov.-Dec., 1975	670		29,404
Jan. 1, 1976			29,404
Jan., 1976	343		29,747
Feb. 1, 1976		( 2,500)	27,247
Feb.-Dec., 1976	3,497		30,744
Jan. 1, 1977			30,744
All, 1977	4,304		35,048
All, 1978	4,907		39,955
All, 1979	5,554		45,549
All, 1980	6,377		51,926
Jan.-June, 1980	3,635		55,561
Payout July, 1981		(18,634.75)	36,926
July 1, 1981			36,926
July-Dec., 1981	2,585		39,511
Jan. 1, 1982			39,511
Jan. - Oct., 1982	4,610		44,121
Nov., 1982			44,121
Payout Nov., 1982		(15,000)	29,121
Nov.-Dec., 1982	679		29,800
All 1983	4,172		33,972
Jan. 1, 1984			33,972
Jan.-June, 1984	2,378		36,350
Loan July 1, 1984		10,932	47,282
July-Oct., 1984	2,206		49,488
Nov. 1, 1984			
Payout Nov., 1984		(48,300)	1,188

## LEIKEN LOAN SCHEDULE

ON LOAN TO WEAVER FOR CONGRESS COMMITTEE

	LOANS OR REPAYMENTS	INTEREST PER ANNUM AT 14%	PRINCIPLE
	1300		
	700		
Jan. 1, 1975		120	920
Jan. 1, 1976		147	1,049
Jan. 1, 1977		167	1,196
Jan. 1, 1978		191	1,363
Jan. 1, 1979		218	1,554
Jan. 1, 1980		248	1,772
Jan. 1, 1981		141	2,020
June 30, 1981		149	2,161
Jan. 1, 1982		323	2,310
Jan. 1, 1983		369	2,633
Jan. 1, 1984		420	3,002
Jan. 1, 1985		479	3,422
Dec. 31, 1985			3,901

# APPENDIX B

JIM WEAVER  
4TH DISTRICT, OREGON  
—  
COMMITTEE  
AGRICULTURE  
INTERIOR AND INSULAR AFFAIRS  
—  
CHAIRMAN  
SUBCOMMITTEE ON  
GENERAL OVERSIGHT,  
N.W. POWER AND  
FOREST MANAGEMENT

LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 226-6418

DISTRICT OFFICE  
FEDERAL BUILDING  
211 EAST 7TH AVENUE  
EUGENE, OR 97401  
(503) 887-8732

## Congress of the United States House of Representatives Washington, DC 20515

January 24, 1986

Committee on Standards of Official Conduct  
U.S. House of Representatives  
Washington, D.C. 20515

I am submitting herewith amended Financial Disclosure Statements for the years 1977, 1978, 1979, 1980, 1981, 1982, 1983 and 1984. I have only recently been advised that loans I made to my campaign committee, Weaver for Congress, in 1974 have always been repayable together with interest (I had been incorrectly and unofficially advised that these loans were not payable, and though I intended to pursue the matter at a later time, I did not report the loan due me on my Financial Statement). Thus, the loans to me from my campaign committee which have been reported on all Financial Disclosure Statements beginning in 1981 are now to be characterized as they should have been, repayment of principle and interest of the loans I made to the committee from personal funds in 1974. I attach a copy of the 1974 Weaver for Congress campaign finance report showing the outstanding loan. The bank account from which these loans were drawn is James H. Weaver Business Account, 405-985, U.S. National Bank of Oregon, 17th and Oak Branch, Eugene, Oregon. The bank is presently researching the records for the checks as I cannot find my returned checks for that period.

I have submitted to the Records Division of the House of Representatives and the Federal Election Commission amended campaign finance reports for Weaver for Congress for the years activity on these loans took place (1981, 1982 and 1984). The loans I made to Weaver for Congress were reported and categorized as loans on Weaver for Congress Committee reports for years beginning 1974. Another Weaver for Congress Committee was constituted in 1976 (I did not know this) but the original Committee had not been terminated until I did so on December 21, 1985 after I transferred the loans from it to the other Committee by virtue of the amended reports.


In all my actions I have acted to the best of my ability in behalf of my campaign committee and have never used funds from that committee for personal use, regardless of the characterization of the loans. I have acted legally and ethically in all such activities relating to my campaign fund.

Another matter included in the amended Financial Disclosure Statements is the construing of amounts invested in U.S. treasury bonds and commodity futures trading. At one time, in 1979, I purchased several hundred thousand dollars of U.S. treasury bonds on a ten percent margin (and sold them at a loss). This transaction, as were commodity transactions, I listed on appropriate Financial Disclosure Statements and the amount involved I construed as the amount of my own cash I had invested (the margin put up). I also listed the amounts involved in commodities futures as the margins required as one does not purchase the actual commodity but only a contract for some future delivery of the commodity. I also traded, but only rarely, corn, soybean and stock market index futures and these too are now listed.

I hope this clarifies the situation of my financial and campaign reports and puts them in good order. Any further information the Committee on Standards of Official Conduct may wish I will be happy to provide.

Thank you very much for your consideration of this matter.

Sincerely,

  
Jim Weaver, M.C.

## UNITED STATES HOUSE OF REPRESENTATIVES

HAND DELIVERED

Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1985

FORM A—For use by Members, officers, and employees

<b>JIM WEAVER</b> (Full Name)		RECEIVED MAY 15 1986 OFFICE OF THE CLERK U.S. HOUSE OF REPRESENTATIVES WASHINGTON, D.C. 20515 MC (Office Use Only)
<b>1226 LONGWORTH H.O.B.</b> (Mailing Address)		
<b>WASHINGTON, D.C. 20515</b>		

Check the appropriate box and fill in the blanks

 Member of the U.S. House of Representatives—District 4 State OREGON
 Officer or Employee—Employing Office \_\_\_\_\_

 Check if amended Statement.

## GENERAL INFORMATION

## WHO MUST FILE AND WHEN:

- Each Member in office on May 15, 1986 must file a Financial Disclosure Statement on or before May 15, 1986.
- Any officer or employee of the Legislative Branch compensated at a rate equal to or in excess of the annual rate of basic pay in effect for grade GS-16, \$61,296, as of January 1, 1985, for a period in excess of 60 days in calendar year 1985 shall file a Financial Disclosure Statement on or before May 15, 1986, if he or she continues to be such an officer or employee on May 15, 1986.
- Any employee of a Member who has been designated as a principal assistant for purposes of the Ethics in Government Act of 1978 and who performs the duties of his or her position for a period in excess of 60 days in calendar year 1985 shall file a Financial Disclosure Statement on or before May 15, 1986, if he or she continues to be such an employee on May 15, 1986.

**WHERE TO OBTAIN ASSISTANCE:** Committee on Standards of Official Conduct, U.S. House of Representatives, Room HT-2, Capitol Building, Washington, D.C. 20515. Telephone No. (202) 225-7103. Additional forms and instruction booklets may be obtained from the Committee office.

## REPORTING INSTRUCTIONS

**NOTE:** Please read instructions carefully. Sign this form where indicated. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. For some categories of disclosure, a filer may attach a computer (or other) printout listing assets, such as investments, transactions, sales, etc. Such information may be obtained from financial investment (or other) organizations. In cases where such "printouts" are used, the material should be attached with an appropriate notation in the response area provided. Complete all parts. (If NONE, so indicate.) Please type or print.

**REPORTING PERIOD:** The period covered by this Disclosure Statement is calendar year 1985 unless otherwise indicated. *Gifts or reimbursements received during any period in the calendar year when the reporting individual was not a Member or employee need not be disclosed.*

## I. SPOUSE AND DEPENDENT DISCLOSURE EXEMPTION

In general, the reporting individual is required to include financial information concerning his or her spouse or dependent children. However, in RARE CIRCUMSTANCES, WHERE ONE OR MORE FINANCIAL INTERESTS of a spouse or dependent child meets the three standards listed below, such interest need not be disclosed. Non-disclosure MUST be indicated by checking the space marked "YES". If all spousal and dependent children's financial interests are disclosed, "NO" should be checked in the space marked.

## STANDARDS FOR EXEMPTION

- (1) The item is the sole interest or responsibility of the spouse or dependent child, and the reporting individual has NO KNOWLEDGE of the item; and
- (2) The item was not in any way, past or present, DERIVED FROM THE INCOME, ASSETS, OR ACTIVITIES of the reporting individual; and
- (3) The reporting individual neither DERIVES, NOR EXPECTS TO DERIVE, any financial or economic benefit from the item.

**NOTE:** Only financial interests meeting the standards are exempted from disclosure. all other interests must be reported.

**ARE YOU AWARE OF ANY INTERESTS IN PROPERTY OR LIABILITIES OF A SPOUSE OR DEPENDENT CHILD OR PROPERTY TRANSACTIONS BY A SPOUSE OR DEPENDENT CHILD WHICH YOU HAVE NOT REPORTED BECAUSE THEY MEET THE THREE STANDARDS FOR EXEMPTION?** YES \_\_\_ NO \_\_\_

For more information see detailed Instruction Booklet on page 7

## II. INCOME

## GENERAL GUIDELINES:

EARNED INCOME is represented by earnings from employment, or personal efforts, such income when it exceeds \$100 from any one source must be disclosed at Part II-A, as to its SOURCE, TYPE, AND GROSS AMOUNT. In reporting honoraria, do not include amounts accepted for actual travel and subsistence expenses for yourself and your spouse, or aide, and amounts paid or incurred for any agent's fees or commissions; the DATE OF RECEIPT must be indicated. Earned income by Members is LIMITED to 30% of the Congressional salary they receive in a calendar year. THE 1985 LIMIT FOR INCUMBENTS IS \$22,467.49, and for MEMBERS SWORN IN ON JANUARY 3, 1985, \$20,527.31. Earned income in excess of the limitation may be donated to any organization described in 26 U.S.C. 170(c). ANY honorarium, or other earned income, assigned to a charity (in whole or part) should be noted under "DISPOSITION".

EXCLUSIONS: Income from current U.S. Government employment need not be reported Report the SOURCE, AND TYPE, but not the AMOUNT, of a spouse's earned income which exceeds \$1,000. Income of a dependent child need not be reported.

For more information, see detailed Instruction Booklet at page 7

A. SOURCE	TYPE	AMOUNT	DISPOSITION
NORTHWEST TIMBER ASSOCIATION, EUGENE, ORE	HONOR.	250	-
NEW REPUBLIC, WASHINGTON, D.C.	ARTICLE	150	-

UNEARNED INCOME includes, but is not limited to, earnings derived from assets or investments such as interest, rents and dividends. Unearned income must be disclosed at Part II-B when it exceeds \$100 in value from any source during calendar year 1985. The unearned income of a spouse or dependent child must also be reported under this part. Filer may use a computer printout or similar listing, if so desired. Only the category of value of such income need be disclosed. Category A—not more than \$1,000; B—\$1,001-\$2,500; C—\$2,501-\$5,000; D—\$5,001-\$15,000; E—\$15,001-\$50,000; F—\$50,001-\$100,000; G—over \$100,000.

B. SOURCE	TYPE	CATEGORY
HOWARD W. CUMMINS EUGENE, OREGON	RENT OF PERSONAL RESIDENCE	A
U.S. TREASURY BONDS	INTEREST	A
U.S. NAT BANK OF OREGON, EUGENE, OREGON	INTEREST ON SAVINGS & ACCOUNT	A

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

## III. HOLDINGS

## GENERAL GUIDELINES:

ASSETS: Stocks and bonds, real estate, savings accounts, and any other investment or property held for the production of income, during calendar year 1985, including business interests, that had a fair market value exceeding \$1,000 as of the end of the year, must be reported by category of value. In listing the category of value of any item where it is difficult to determine an approximate fair market value, any recognized indication of value may be used provided that the method of valuation is included on the Disclosure Statement. (See Instruction Booklet at page 9 for methods of valuation.) In listing securities, the name of each company in which stock worth over \$1,000 is held must be listed separately. In reporting real property holdings, a brief description of the property (such as number of acres and indication of any improvements), and its location should be included. Filer may use a computer printout or similar listing, if so desired.

TRUSTS: Except for assets held in a Qualified Blind Trust, described below, the holdings of and income derived from a trust or other financial arrangement in which a beneficial interest in principal or income is held by the reporting individual, his spouse, or any dependent children must be disclosed. (See Exclusions)

EXCLUSIONS: Any deposits aggregating \$5,000 or less in personal savings accounts as of the end of the year, and any personal liability owed to the reporting individual by a relative. A personal residence would not be reported UNLESS any part of the residence produces rental income. The cash value of a life insurance policy need not be reported. The reporting individual need only report the category of the amount of income received by him, his spouse, or dependents from: (1) a trust which was not created directly by such individual, his spouse, or any dependent, and with respect to which such individual, his spouse, and dependents have no knowledge of the holdings or sources of income of the trust; or (2) a "QUALIFIED BLIND TRUST," as defined in section 162(e)(3) of the Act. Such a trust must be approved by the COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT before it will be deemed a qualified blind trust under the Act. (Check the appropriate box below.)

DO YOU, YOUR SPOUSE OR DEPENDENT CHILD RECEIVE INCOME FROM OR HAVE A BENEFICIAL INTEREST IN A TRUST OR OTHER FINANCIAL ARRANGEMENT WHOSE HOLDINGS WERE NOT REPORTED BECAUSE THE TRUST IS A "QUALIFIED BLIND TRUST" OR OTHER EXCEPTED TRUST? YES \_\_\_ NO \_\_\_

For more information, see detailed Instruction Booklet at page 8.

IDENTITY	CATEGORY
HOME AND 27ACRE FARM, SCAVY LOOP, EUGENE OREGON	B
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	A

## IV. TRANSACTIONS

## GENERAL GUIDELINES:

A brief description, the date, and category of value of any PURCHASE, SALE, OR EXCHANGE during calendar year 1985, which exceeds \$1,000 in real property, stocks, bonds, commodities futures, or other forms of securities. The amount to be reported in disclosing transactions in real property or securities is the category of value of the total purchase price or total sales price, and is NOT related to any CAPITAL GAIN or LOSS on the transaction. INDICATE WHETHER THE PROPERTY WAS PURCHASED, SOLD, OR EXCHANGED.

EXCLUSIONS: Any purchase or sale of a personal residence, and any transactions solely by and between the reporting individual, his spouse, or dependent children.

NOTE: A computer printout may be attached to this form if it contains the information requested.

For more information, see detailed Instruction Booklet at page 10.

BRIEF DESCRIPTION	DATE	CATEGORY
U.S. TREASURY BONDS - SOLD	JAN 1985	A
MARGIN ACCOUNT TRADING IN U.S. TREASURY BOND, FEDERAL BOND,		
EUROBOLLAR, GOLD, STOCK INDEX, S&P 500, BRITISH POUND,		
SWISS FRANC FUTURES CONTRACTS DOWNSIDE 1010		
JAN 1, 1985 TO SEPTEMBER 18, 1985 MARGIN ACCOUNT CLOSED	1985 & 1984	B

## V. LIABILITIES

## GENERAL GUIDELINES:

All personal obligations aggregating over \$10,000 owed to one creditor AT ANY TIME during 1985, whether secured or not, and regardless of the repayment terms or interest rates, MUST be listed. The identity of the liability should include the name of the individual or organization to which the liability is owed, and the amount disclosed should be the category of value of the largest amount owed during the calendar year. Any contingent liability, such as that of a guarantor or endorser, or the liabilities of a business in which the reporting individual has an interest need not be listed.

EXCLUSIONS: Any mortgage secured by the PERSONAL RESIDENCE of the reporting individual or spouse (including a second residence or vacation home) that is NOT held for the PRODUCTION OF INCOME; any loan secured by a PERSONAL MOTOR VEHICLE, or household furniture or appliances, provided such loan does not exceed the purchase price of the item; and any liability owed to a relative.

For more information, see detailed Instruction Booklet at page 10

IDENTITY	CATEGORY
OREGON VETERANS LOAN - MORTGAGE ON HOME, SEASIDE, OREGON	E
BETTY SORENG - MORTGAGE LOAN ON HOME ABOVE	D
U.S. NAT. BANK OF OREGON - MORTGAGE LOAN ON HOME ABOVE	B
TOM BOWERMAN, PERSONAL NOTE - SEASIDE, OREGON	C
SID LEITCH, ROSEBURG, ORE PERSONAL NOTE	B
DONALD FURTH, ADARVO GAMES, CALIF. NOTE	C

## VI. GIFTS

## GENERAL GUIDELINES:

The term "gift" means a payment, advance, forbearance, rendering, or deposit of money, or any thing of value, unless consideration of equal or greater value is received by the donor.

EXCLUSIONS: Gifts from relatives, and gifts of personal hospitality of an individual, and political campaign contributions need not be reported. Gifts with a value of \$35 or less need not be aggregated towards the \$100 or \$250 disclosure threshold.

HOUSE RULE XLIII, clause 4, prohibits acceptance of gifts aggregating \$100 or more in value from any source having a "direct interest in legislation" before the Congress, or from a foreign national. Thus, this disclosure requirement applies primarily to gifts from personal friends, constituents, and other individuals or groups that do not have a "direct interest in legislation".

For more information, see detailed Instruction Booklet at page 11

A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION

B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION	VALUE



## VII. REIMBURSEMENTS

## GENERAL GUIDELINES:

PART VII. includes items such as travel expenses provided in connection with a SPEAKING ENGAGEMENT or FACT-FINDING EVENT related to official duties, whether those expenses were REIMBURSED to the individual or PAID DIRECTLY by the sponsoring organization. Only a brief description of the itinerary and the nature of the expenses aggregating \$250 or more in value received from any source during calendar year 1985, is required rather than exact dollar figures.

EXCLUSIONS: Travel-related expenses provided by federal, state, and local governments, or by a foreign government within a foreign country, and reimbursements paid from campaign funds, need not be reported.

For more information, see detailed Instruction Booklet at page 12.

The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION

## VIII. POSITIONS

## GENERAL GUIDELINES:

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

EXCLUSIONS: Positions held in any religious, social, fraternal, or political entities, and positions solely of an honorary nature.

For more information, see detailed Instruction Booklet at page 13.

POSITION	NAME OF ORGANIZATION

## IX. AGREEMENTS

## GENERAL GUIDELINES:

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

For more information, see detailed Instruction Booklet at page 13.

DATE	PARTIES TO	TERMS OF AGREEMENT

This Financial Disclosure Statement is required by the Ethics in Government Act of 1978, as amended (2 U.S.C. §701 et seq.). The Statements will be made available to any requesting person upon written application and will be reviewed by the Committee on Standards of Official Conduct. Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions (see 2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature <i>Jim Weaver</i>	Date MAY 15, 1986
--------------------------------	----------------------

## WHERE TO FILE:

RETURN COMPLETED STATEMENT  
(WITH TWO COPIES) TO:

The Clerk, U.S. House of Representatives  
Office of Records and Registration  
1036 Longworth House Office Building  
Washington, D.C. 20515

EXTENSIONS: The Committee on Standards of Official Conduct may grant reasonable extensions of time for filing any Disclosure Statement. An extension request must be in writing, and should state the reason the extension is necessary, and be directed to the Chairman of the Committee, Representative Julian C. Dixon.

NOT DELIVERED

## MEMBERS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1984

FORM A—For use by Members, officers, and employees

JIM WEAVER  
(Full Name)  
1226 LONGWORTH H.O. B.  
(Mailing Address)  
WASHINGTON, D.C. 20515

RECEIVED  
U.S. HOUSE OF REPRESENTATIVES  
53 JUN 24 PM 5:00  
OFFICE USE ONLY

John  
mc

Check the appropriate box and fill in the blanks

 Member of the U.S. House of Representatives—District 4 State OREGON Check if Resided States Officer or Employee—Employing Office \_\_\_\_\_

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. If None, so indicate. Please type or print clearly.

## I. INCOME

- a. The source, type and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during calendar year 1984. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
<u>UNION OF COALBAND SCIENTISTS (SPOUSE)</u>	<u>SALARY</u>	<u>500.00</u>
<u>COAL ASSOCIATION 1-31-84</u>	<u>HONORARIUM</u>	<u>500.00</u>

- b. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during calendar year 1984 which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—more than \$1,000; B—\$1,001-\$2,500; C—\$2,501-\$5,000; D—\$5,001-\$15,000; E—\$15,001-\$50,000; F—\$50,001-\$100,000; G—\$100,000

SOURCE	TYPE	CATEGORY
<u>U.S. TREASURY BONDS</u>	<u>INTEREST</u>	<u>C</u>
<u>MUTUAL FUNDS</u>	<u>INTEREST</u>	<u>C</u>
<u>INTEREST FROM LOAN TO WEAVER FOR CONGRESS COMMITTEE</u>	<u>INTEREST</u>	<u>E</u>

## II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION	VALUE

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION
<u>YALE UNIVERSITY</u>	<u>TRAVEL ANODOCING, NEW HAVEN</u>



MAILED DELIVERED

 UNITED STATES HOUSE OF REPRESENTATIVES  
 Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1983

FORM A—For use by Members, officers, and employees

JIM WEAVER  
 (Full Name)  
1226 LONGWORTH HOUSE OFFICE BLDG.  
 (Mailing Address)  
WASHINGTON, D.C. 20515

RECEIVED  
 U.S. HOUSE OF REPRESENTATIVES  
 1000 MAR 24 PM 5:00  
 OFFICE OF THE CLERK  
 U.S. HOUSE OF REPRESENTATIVES  
 WASHINGTON, D.C. 20540

PLA  
 MC

Check the appropriate box and fill in the blanks.

 Member of the U.S. House of Representatives—District 4 State OREGON
 Check if amended Statement.

 Officer or Employee—Employing Office \_\_\_\_\_

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

## I. INCOME

- A. The source, type and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during calendar year 1983. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
BALTIMORE SUN UNION OF CONCERNED SCIENTISTS (SUMS)	BATTLE SALARY	125.00

- B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during calendar year 1983 which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—not more than \$1,000; B—\$1,001–\$2,500; C—\$2,501–\$5,000; D—\$5,001–\$15,000; E—\$15,001–\$50,000; F—\$50,001–\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
U.S. TREASURY BONDS MUTUAL FUND (SUMS)	INTEREST INTEREST	C

## II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION	VALUE

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION



## Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1982

FORM A—For use by Members, officers, and employees

Jim Weaver

(Full Name)

1276 Longworth House Office Building

(Mailing Address)

Washington, D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks.

 Member of the U.S. House of Representatives—District A State OR Officer or Employee—Employing Office \_\_\_\_\_ Check if amended Statement.

Notes: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

## I. INCOME

- A. The source, type, and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during calendar year 1982. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
States News Service (spouse)	salary	-

- B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during calendar year 1982 which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—not more than \$1,000; B—\$1,001-\$2,500; C—\$2,501-\$5,000; D—\$5,001-\$15,000; E—\$15,001-\$50,000; F—\$50,001-\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
Nelson Note	Interest	B
Wallerwood Note	Interest	B
Interest in 2301 Spring Blvd., Eugene, Oregon	Capital Gains	E
Mutual Fund (spouse)	Interest	C
U.S. Treasury Notes (spouse)	Interest	C
INTEREST ON LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	INTEREST	D

## II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION
None	

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION	VALUE
None		

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION
None	

(OVER)



## UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1981

FORM A—For use by Members, officers, and employees

James H. Weaver  
(Full Name)

1226 Longworth HOB  
(Mailing Address)

Washington, D.C. 20515

FILED  
183 JUN 24 PM 5:20  
OFFICE USE ONLY  
U.S. HOUSE OF REPRESENTATIVES  
WASHINGTON, D.C. 20540

Check the appropriate box and fill in the blanks.

 Member of the U.S. House of Representatives—District 6 State Oregon Officer or Employee—Employing Office \_\_\_\_\_

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

## I. INCOME

- A. The source, type, and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during calendar year 1981. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
NONE		

- B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during calendar year 1981 which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—not more than \$1,000; B—\$1,001—\$2,500; C—\$2,501—\$5,000; D—\$5,001—\$15,000; E—\$15,001—\$50,000; F—\$50,001—\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
Nelson note from sale of Seavey Loop, Eugene, Oregon, duplex	interest	B
Wallerwood note from sale of Wallerwood apts.	interest	B
INTEREST ON LOAN TO WEAVER FOR CONGRESS COMMITTEE	INTEREST	F

## II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION
NONE	

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION
NONE	



NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—net more than \$2,000; B—\$2,001-\$15,000; C—\$15,001-\$50,000; D—\$50,001-\$100,000; E—\$100,001-\$250,000; F—over \$250,000.

## III. HOLDINGS

The identity and category of value of any interest in property held during calendar year 1981 in a trade or business, or for investment or the production of income, which had a fair market value exceeding \$1,000 as of the end of the year.

IDENTITY	CATEGORY
Wallerwood note	C
Wallerwood note	C
Nelson note	B
House and Farm - Seavey Loop, Eugene, Oregon	F
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	C

## IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded \$10,000 at any time during calendar year 1981.

IDENTITY	CATEGORY
M. Lane-loan	C
U.S. National Bank of Oregon-loan	C
Wallerwood note re Furrick	C
Oregon VA loan - Seavey Loop farm	D
Soreng mortgage-Seavey Loop farm	D
House Sgt. of Arms-loan	B

## V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during calendar year 1981 which exceeded \$1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
* U.S. Treasury Bills, bonds, gold future contracts investment	1981	C
Am. Tel&Tel stock options	1981	A
* U.S. Treasury bonds	1971	C

## VI. POSITIONS

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

POSITION	NAME OF ORGANIZATION
NONE	

## VII. AGREEMENTS

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

DATE	PARTIES TO	TERMS OF AGREEMENT
NONE		

## VIII. ADDITIONAL INFORMATION

- A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption (See Instructions) YES  NO
- B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other exempt trust arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other exempt trust (See Instructions) YES  NO

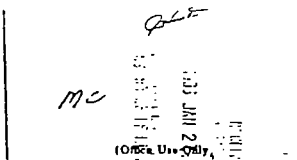
NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (5 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature: David M. Weaver Date: JANUARY 24, 1982

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1960  
 FORM A—For use by Members, officers, and employees

APPROVED STATEMENT

Jim Weaver (Full Name)  
1226 Longworth House Office Building  
 (Mailing Address)  
Washington, D.C. 20515



Check the appropriate box and fill in the blanks.

Member of the U.S. House of Representatives—District 4 State Oregon

Officer or Employee—Employing Office \_\_\_\_\_

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

- A. The source, type, and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
<u>Wood Energy Institute, Salem</u>	<u>Honoraria</u>	<u>\$ 750</u>
<u>Environmental Institute, Seattle</u>	<u>Honoraria</u>	<u>600.</u>
_____	_____	_____
_____	_____	_____

- B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during the preceding calendar year which exceeds \$100 in value. Note: For this part only, indicate Category Value, as follows: Category A—not more than \$1,000; B—\$1,001-\$2,500; C—\$2,501-\$5,000; D—\$5,001-\$15,000; E—\$15,001-\$50,000; F—\$50,001-\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
<u>Sale of Wallerwood Apartments</u>	<u>Capital Gains</u>	<u>D</u>
<u>Sale of Note on Auousta Apartments</u>	<u>"</u>	<u>F</u>
<u>Rents and sale of duplex, Seavey Loop Eugene.</u>	<u>and rent</u>	<u>F</u>
_____	_____	_____
_____	_____	_____

II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
<u>None</u>	_____
_____	_____

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
<u>None</u>	_____	_____
_____	_____	_____

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
<u>None</u>	_____
_____	_____
_____	_____

to the investment or the production of income which has a fair market value exceeding \$1,000 as of the end of the reporting period.

IDENTITY	CATEGORY
Wallerwood Apts., Salem, OR	E
Duplex - Eugene, Oregon	D
Farm - Eugene, Oregon	F
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	D

## IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeds \$10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
Pac. 1st Fed. S & L Property Mtg.	C
Sid Leiken	C
U. S. Bank of Oregon - Pers. Loan	C

## V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeds \$1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
* U. S. Treasury Bonds & Bills; Silver; Cattle		
Futures - INTERESTS	1979	C
Wallerwood Apartments - Sale	1979	E
Contract on Augusta Properties - Sale	1979	D

## VI. POSITIONS

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

POSITION	NAME OF ORGANIZATION
Partner	Wallerwood Apartments

## VII. AGREEMENTS

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

DATE	PARTIES TO	TERMS OF AGREEMENT
	NONE	

## VIII. ADDITIONAL INFORMATION

- A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions of a spouse or dependent child which you have not reported, because they meet the three standards for exempt (See Instructions) YES \_\_\_ NO \_\_\_
- B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other like arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other exempt (See Instructions) YES \_\_\_ NO \_\_\_

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions. (2 U.S.C. 794 and 18 U.S.C. 1001).

Signature

*John A. Sawyer*

Date

JANUARY 24, 1986

HAND DELIVERED

 UNITED STATES HOUSE OF REPRESENTATIVES  
 Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1980

FORM A—For use by Members, officers, and employees

AMENDED STATEMENT *QLR*

Jim Weaver (Full Name)  
1226 Longworth House Office Building  
 (Mailing Address)  
Washington, D.C. 20515

 RECEIVED  
 1980 JUN 24 PM 3:00  
 U.S. HOUSE OF REPRESENTATIVES  
 CLERK OF HOUSE  
 (Office Use Only)  
 CHECKED BY: [initials]  
 AMENDED STATEMENT

Check the appropriate box and fill in the blanks.

 Member of the U.S. House of Representatives—District 4 State Oregon Check if amended statement. Officer or Employee—Employing Office \_\_\_\_\_

Notes: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

## I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Government employment. Do not include here income reported in part I-B below.

SOURCE	TYPE	AMOUNT
<u>Wood Energy Institute, Salem</u>	<u>Honoraria</u>	<u>\$ 750.</u>
<u>Environmental Institute, Seattle</u>	<u>Honoraria</u>	<u>600.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during the preceding calendar year which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—not more than \$1,000; B—\$1,001–\$2,000; C—\$2,501–\$5,000; D—\$5,001–\$15,000; E—\$15,001–\$50,000; F—\$50,001–\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
<u>Sale of Wallerwood Apartments</u>	<u>Capital Gains</u>	<u>D</u>
<u>Sale of Note on Augusta Apartments</u>	<u>"</u>	<u>F</u>
<u>Rents and sale of duplex, Seavey Loop Eugene.</u>	<u>"</u> <u>and rent</u>	<u>F</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
<u>None</u>	_____
_____	_____

B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
<u>None</u>	_____	_____
_____	_____	_____

C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
<u>None</u>	_____
_____	_____
_____	_____
_____	_____

NOTE: For Parts III, IV, V & VI below, indicate Category of Value, as follows: Category A—less than \$1,000; B—\$1,001 to \$12,000; C—\$12,001 to \$24,000; D—\$24,001 to \$100,000; E—\$100,001 to \$500,000; F—over \$500,000.

## III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which had a fair market value exceeding \$1,000 as of the end of the year.

IDENTITY	CATEGORY
Wallerwood Apartments	B
30-Acre farm and house, Eugene, Oregon	F
Furtick-Soreng, Note	B
Augusta Apartments-Note	D
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	C

## IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded \$10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
Marilyn Lane	B
U.S. Bank Notes	C
Wallerwood Apartments Note to Furtick	C
Federal Land Bank (Oregon Vet. loan succeeding) mto. on farmhouse	C
Pacific First Federal-mto on duplex	C
U.S. Hse. of Rep/Sgt. At Arms	B

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeded \$1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Sale of Augusta Apts Note	1-4/81	D
Sale of Duplex-Seavey Loop, Eugene	3/81	D
Sale of Wallerwood Apartments Interest	1/81	B
U.S. Treasury Bills, Bonds, Gold, Future Contracts 1981		C

\*VALUE DETERMINED BY ACTUAL CASH INVESTMENT

## VI. POSITIONS

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

POSITION	NAME OF ORGANIZATION
None	

## VII. AGREEMENTS

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

DATE	PARTIES TO	TERMS OF AGREEMENT
	None	

## VIII. ADDITIONAL INFORMATION

- A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by spouse or dependent child which you have not reported because they meet the three standards for exemption (See Instructions) YES  NO
- B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other exempted trust (See Instructions) YES  NO

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. § 798 and 18 U.S.C. § 1041).

Signature: John A. Levey Date: JANUARY 24, 1986

RECEIVED

## UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

## ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1979

FORM A—For use by Members, officers, and employees

Rep. Jim Weaver

(Full Name)

1226 Longworth HOB

(Mailing Address)

Washington, D. C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks.

 Member of the U.S. House of Representatives—District 4, State OREGON Officer or Employee—Employing Office \_\_\_\_\_ Check if amended Statement.

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

## I. INCOME

- A. The source, type, and amount of income (including honoraria and date received) aggregating \$100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Government employment.

SOURCE	TYPE	AMOUNT
Advocates	Honorarium	\$ 100.00

- B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during the preceding calendar year which exceeds \$100 in value. Note: For this part only, indicate Category of Value, as follows: Category A—not more than \$1,000; B—\$1,001–\$2,500; C—\$2,501–\$5,000; D—\$5,001–\$15,000; E—\$15,001–\$50,000; F—\$50,001–\$100,000; G—over \$100,000.

SOURCE	TYPE	CATEGORY
Sale of contract on Augusta Townhouses		F
Payment on notes from sale of property (Soreng)		E
Payment on notes from sale of property (Furtick)		D

## II. GIFTS AND REIMBURSEMENTS

- A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
NONE	

- B. The source, a brief description, and value of all other gifts aggregating \$100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

- C. The source and a brief description of reimbursements aggregating \$250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
NONE	

(OVER)

## III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which has a fair market value exceeding \$1,000 as of the end of the year.

IDENTITY	CATEGORY
Wallerwood Apts., Salem, OR	E
Duplex - Eugene, Oregon	D
Farm - Eugene, Oregon	F
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE	C

## IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeds \$10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
Pac. 1st Fed. S & L - Property Mtg.	C
Sid Leiken	C
U. S. Bank of Oregon - Pers. Loan	C

## V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeds \$1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	VALUE DETERMINED BY ACTUAL CASH INVESTMENT DATE	CATEGORY
* U. S. Treasury Bonds & Bills; Silver; Cattle		
Futures-INVESTMENTS	1979	C
Wallerwood Apartments - Sale	1979	E
Contract on Augusta Properties - Sale	1979	D

## VI. POSITIONS

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

POSITION	NAME OF ORGANIZATION
Partner	Wallerwood Apartments

## VII. AGREEMENTS

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

DATE	PARTIES TO	TERMS OF AGREEMENT
	NONE	

## VIII. ADDITIONAL INFORMATION

- A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES \_\_\_ NO X
- B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other exempted trust? (See Instructions) YES \_\_\_ NO X

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

Signature <i>Jim Weaver</i>	Date JANUARY 24, 1986
--------------------------------	--------------------------

## UNITED STATES HOUSE OF REPRESENTATIVES

Office of the Clerk  
Washington, D.C.*John  
MC*

ETHICS IN GOVERNMENT ACT OF 1978 (2 U.S.C. §§ 701-709)

FINANCIAL DISCLOSURE STATEMENT  
AMENDED STATEMENTRECORDED  
JAN 24 1986  
U.S. HOUSE OF REPRESENTATIVESJames Howard Weaver  
(Full Name)  
1226 Longworth H.O.B.  
(Mailing Address)  
Washington, D.C. 20515ID # \_\_\_\_\_  
(OFFICE USE ONLY) Check if this is an amended Statement.

## INDIVIDUAL REPORTING STATUS

(Check one only)

- 
- MEMBER OF U.S. HOUSE OF REPRESENTATIVES—DISTRICT
- 4th
- STATE
- Oregon
- 
- 
- CURRENT OFFICER/EMPLOYEE/PRINCIPAL ASSISTANT—EMPLOYING OFFICE \_\_\_\_\_
- 
- 
- NEW OFFICER/EMPLOYEE/PRINCIPAL ASSISTANT—EMPLOYING OFFICE \_\_\_\_\_

NOTE: Requirements for new officers/employees/principal assistants differ substantially from those of Members of Congress and current officers/employees/principal assistants. Please read Instructions on reverse side carefully.

JANUARY 24, 1986

(Date)

*Jim Weaver*  
(Signature)

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

RETURN COMPLETED COVER PAGE AND STATEMENT  
(WITH 3 COPIES OF EACH) TO:The Clerk, U.S. House of Representatives  
Office of Records and Registration  
1036 Longworth House Office Building  
Washington, D.C. 20515



Name of Femon Filing James Howard Weaver Page 1 of 1

NOTE: See reverse side for Detailed Filing Instructions and Exemptions. If additional space is required, use continuation sheets provided. Complete all parts. (If None, so indicate)

## SECTION I

A. INCOME (including honoraria) from any source received during preceding calendar year aggregating \$100 or more in value. Exclude income from current U.S. Government employment.

SOURCE	TYPE (salary, pension, honorarium, etc.)	AMOUNT/VALUE
NONE		

B. INCOME from dividends, interest, rent, capital gains including trusts or other financial arrangements, received during the preceding calendar year exceeding \$100 in value. NOTE: For Section I.B. indicate Category of Value: Category I—\$100.01—\$1,000; II—\$1,000.01—\$2,500; III—\$2,500.01—\$5,000; IV—\$5,000.01—\$15,000; V—\$15,000.01—\$50,000; VI—\$50,000.01—\$100,000; VII—Over \$100,000.

SOURCE	TYPE	CATEGORY OF VALUE (I, II, III, IV, V, VI, VII)
RENTS	Duplex and farm, Eugene, Oregon	IV
SALE OF AUGUSTA TOWNHOUSES	Income from real property, Eugene, OR	VI

## SECTION II

A. GIFTS of transportation, lodging, food or entertainment aggregating \$250 or more in value received from any source during the preceding calendar year.

IDENTITY OF SOURCE	BRIEF DESCRIPTION
NONE	

B. GIFTS other than transportation, lodging, food or entertainment aggregating \$100 or more in value received from any source during preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

C. REIMBURSEMENTS received from any source aggregating \$250 or more in value in preceding calendar year.

IDENTITY OF SOURCE	BRIEF DESCRIPTION
NONE	

NOTE: For Sections III-V below, indicate Category of Value: Category I—\$1,000.01—\$5,000; II—\$5,000.01—\$15,000; III—\$15,000.01—\$50,000; IV—\$50,000.01—\$100,000; V—\$100,000.01—\$250,000; VI—Over \$250,000.

IMPORTANT—For new Officers and Employees Only: In Sections III, IV, VI, and VII, the Reporting Individual Should List the Information Required as of Date Not More Than 31 Days Prior to the Date of Filing. The Information Listed Below is Current as of \_\_\_\_\_ (Date)

## SECTION III

INTEREST IN PROPERTY HELD during preceding year in a trade or business, or for investment or production of income including trusts or other financial arrangements with a fair market value exceeding \$1,000 at the close of the preceding calendar year.

IDENTITY	PROPERTY	CATEGORY OF VALUE (I, II, III, IV, V, VI)
LOAN DUE FROM WEAVER FOR CONGRESS COMMITTEE		VI
30 acre farm with house and duplex	Eugene, OR	V
Wallerwood Apartments	Salem, OR	IV
Furtick Soreng Note		IV
Augusta townhouses - land sale contract	Eugene, OR	V

LIABILITIES (total) owed to any creditor which exceeds \$10,000 at any time in the preceding calendar year and as revolving charge account with an outstanding liability over \$10,000 at the close of the calendar year.

IDENTITY	CATEGORY OF VALUE (I, II, III, IV, V, VI)
Pacific First Federal-Mortgage	IV
U.S. Bank Note	IV
Soreng Note	IV
Federal Land Bank-Mortgage	IV

PURCHASE SALE OR EXCHANGE during the preceding calendar year which exceeds \$1,000 in real property, stock bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION & VALUE DETERMINED BY A CREDIT DATE	CATEGORY OF VALUE (I, II, III, IV, V, VI)
U.S. Treasury Bills & Bonds - Future Contracts Investment	III
Wallerwood Apartments - purchase	Salem, OR
Augusta townhouses - sale	Eugene, OR

## SECTION VI

POSITION HELD on or before date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise any nonprofit organization, any labor organization, or educational or other institution other than the United States Government, and any continuing participation in an employee welfare or benefit plan instituted by a former employer.

POSITION	ORGANIZATION
NONE	

## SECTION VII

AGREEMENTS AND ARRANGEMENTS with respect to future employment, leave of absence, during the period of reporting individual's Government service, continuation of payments by a former employer other than the U.S. Government, and any continuing participation in an employee welfare or benefit plan instituted by a former employer.

FD-278

U.S. HOUSE OF REPRESENTATIVES

Financial Disclosure Statement filed pursuant to H.R. CONF. REPORT NO. 357, 95th CONGRESS, 2d. S. 1101, 95th CONGRESS, 1st. S. 1101, 95th CONGRESS, 2d.

AMENDED  
STATEMENT

Jim Weaver  
(Name)  
1226 Longworth HOB  
(Office Address)

Principal Assistant  
To: \_\_\_\_\_  
(Number/Office)

Professional Staff Member  
Of: \_\_\_\_\_  
(Committee)

Member of Congress 4th Oregon  
(District) (State)

Officer

Coverage Dates: October 1, 1977 to December 31, 1977

Due Date: Not Later than APRIL 30, 1978

NOTE: See reverse side for Instructions, Definitions, and Exemptions.  
If additional space is required, use continuation sheets provided.  
Complete all parts. (If None, so indicate.)

## PART I -

A. **INCOME**—The source and amount of each item of income aggregating over \$100 from any one source.

Source	Amount
Congressional salary	\$14,375.06
Lane County (wife's salary)	\$1,008
Housing rental	\$2,220

B. **GIFTS**—The source, a brief description or value of gifts of transportation, lodging, food or entertainment aggregating \$250 or more from one source.

Source	Description or Value
NONE	

C. **OTHER GIFTS**—The source, a brief description, and value of all other gifts aggregating \$100 or more from one source.

Source and Description	Value
NONE	

D. **REIMBURSEMENTS**—The source, a brief description or value of reimbursements, directly or indirectly, for expenditures aggregating \$250 or more from any one source.

Source	Description or Value
NONE	

NOTE: For Parts II-V below, indicate Category of Value: Category I—Under \$5,000; Category II—\$5,000-\$15,000; Category III—\$15,000-\$50,000; Category IV—\$50,000-\$100,000; Category V—Over \$100,000.

## PART II

**HOLDINGS**—The identity and category of value of any property held, directly or indirectly, in a trade or business or for investment or the production of income, and with a fair market value of at least \$1,000 as of the close of the year.

Identity	Category of Value (I, II, III, IV, V)
Augusta Townhouses 1/3 interest/Eugene, Oregon	V
30 acre farm & 7 rentals, Eugene, Oregon	V
note due from Sorenng and Furrick	III

## PART III

**LIABILITIES**—The identity and category of value of any personal liability owed, directly or indirectly, which exceeds \$2,500 as of the close of the year.

Identity	Category of Value (I, II, III, IV, V)
Augusta Townhouses--first mortgage	V
second mortgage	V
farm and 7 rentals/first mortgage	V
bank loan/secured by notes from Furrick & Sorenng	III

## PART IV

**SECURITIES TRANSACTIONS**—The identity, date, and category of value of any transaction, directly or indirectly, in securities or commodities futures during the calendar year (beginning in 1978) which exceeds \$1,000 (Not required in first filing.)

## PART V

**REAL PROPERTY TRANSACTIONS**—The identity, date, and category of value of any purchase or sale, directly or indirectly, of any interest in real property which exceeds \$1,000 in value as of the date of such purchase or sale.

Identity	Date	Category of Value (I, II, III, IV, V)
Augusta Townhouses 1/3 interest-purchase/Sept. 1977		V

JANUARY 24, 1986  
(Date)

Jim Weaver  
(Signature)

Original Copy—To Clerk of House

## APPENDIX C



**Laventhol & Horwath**

Certified Public Accountants

1901 L Street Northwest  
Washington, D. C. 20036

2115 East Jefferson Street  
Rockville, MD 20852  
(301) 468-0888

September 17, 1986

Mr. Ralph Lotkin, Esq.  
Chief Counsel  
U. S. House of Representatives  
Committee on Standards of  
Official Conduct  
Suite HT-2  
U. S. Capitol  
Washington, D.C. 20515

Re: Final Report/Representative James H. Weaver, Oregon

Dear Mr. Lotkin:

Laventhol & Horwath is pleased to submit this final report detailing the results of our analysis to date with respect to certain financial matters of Representative James H. Weaver ("Rep. Weaver"). The material presented herein reflects our efforts from the inception of the engagement on April 23, 1986 through the date of this report. As you are aware, the findings and conclusions presented herein are based, inter alia, on documentation supplied to us by Rep. Weaver; on materials obtained from members of your staff; on information obtained from field visits conducted by representatives of this firm; and on the testimony of Rep. Weaver on August 14, 1986. We have structured this final report to present a step-by-step review of the course of events that have transpired during this assignment.

### Summary

As fully detailed herein, we have concluded that in 1974 Rep. Weaver loaned \$24,500 to his campaign committee. An additional \$10,932 was loaned by Rep. Weaver to his campaign committee on July 1, 1984 for a total principal amount of \$35,432.

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Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 2

We have also concluded that Rep. Weaver received a total of \$84,935 from his campaign committee in eight installments over a nine-year period extending from November 1975 through November 1984. Five of the eight disbursements of campaign funds were initially characterized by Rep. Weaver as loans for investment purposes. These funds were depicted in pertinent financial disclosure documents as campaign committee assets loaned for committee investments. Rep. Weaver initially viewed these committee investments as investments in him -- and took the position that it was his money. Rep. Weaver subsequently recharacterized these transactions as payments of principal and interest to him for the \$35,432 in loans highlighted above.

In a letter dated December 17, 1985 to the Federal Election Commission, Rep. Weaver presented a schedule summarizing his loans and the recharacterized loan payments which resulted in a minimal balance due to him. The underlying assumption of this schedule was that the loans from Rep. Weaver to his committee were extended at 14% interest per annum. Hence, Rep. Weaver asserted that the \$84,935 initially borrowed from his committee was, essentially, the borrowing of funds already owed to him.

In view of several considerations set forth herein, we respectfully recommend that the Committee on Standards of Official Conduct reject Rep. Weaver's assertions and conclude that as of December 17, 1985, an outstanding balance of \$58,416 was due from Rep. Weaver to his campaign committee. Our recommendation is based, inter alia, on the absence of contemporaneous loan

Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 3

documentation; the absence of an express or implied agreement with respect to the specific interest rate to be charged by Rep. Weaver; and on the relevant Oregon usury statutes in effect at the time the loans were extended. In addition, our position is based on the fact that an agreement dated August 2, 1981 was executed between Rep. Weaver and his campaign committee which established the rate of interest for his borrowings at 14%, compounded quarterly. Since Rep. Weaver's recharacterizations of these borrowings was not implemented until December 17, 1985, the proper analytical approach with respect to the relative amounts due between the parties was to develop the loan principal and interest due to Rep. Weaver as well as the borrowed amounts and interest due from Rep. Weaver. The results of this computation indicate that on December 17, 1985, the campaign committee owed Rep. Weaver \$54,753 (\$24,500 in loans at 6% per annum and a \$10,932 loan at 9% per annum, based on pertinent Oregon usury statutes). Also on that date, Rep. Weaver owed his campaign committee \$113,169 (\$84,935 borrowed at 14% compounded quarterly). The net position of the parties, therefore, was that Rep. Weaver owed his campaign committee \$58,416.

As noted herein, we do not presume that Rep. Weaver's transactions with his committee were in conformance with legal and/or ethical regulatory provisions which may apply. We have simply netted the loan and borrowing figures to facilitate the discussion of the relative financial posture of the parties.

Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 4

Finally, during the course of our investigation we have considered several issues in addition to the question of the appropriate interest rate to be assessed on the aforementioned loans and borrowings. The results of our analysis with respect to these items are fully set forth in the following pages.

#### Tasking

Laventhol & Horwath was retained by the U. S. House of Representatives' Committee on Standards of Official Conduct (hereinafter termed "the Committee") to conduct accounting and financial analyses with respect to documentation submitted to the Committee by Rep. Weaver. Our initial focus was directed toward a verification of the assertion that Rep. Weaver made a \$24,500 loan to his campaign committee in 1974 at 14% interest and that during the following 10 years this loan was repaid to Rep. Weaver by his campaign committee. The starting point for our analysis was Rep. Weaver's letter dated December 17, 1985 to the Federal Election Commission (hereinafter termed the "FEC") which contained as an attachment thereto a loan and loan payment schedule. To corroborate the subject loan and the subsequent payment of principal and interest, Rep. Weaver submitted a massive quantity of documents for 15 checking and/or stock/commodity accounts. The material consisted of monthly bank statements, cancelled checks, and brokerage account statements. Rep. Weaver did not attempt to identify specific components of the documentation as support for the loan and the loan payment schedule. Hence, it was necessary and essential for us to assemble, struc-

Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 5

ture, and assimilate this material into a manageable form for subsequent analysis. Given the magnitude of the documentation, we loaded the account information into an automated system to facilitate the execution of our primary assignment. In so doing, we located a number of transactions involving the transfer of funds between accounts styled as personal-to-campaign and campaign-to-personal accounts. These transactions were separate and apart from those pertaining to Rep. Weaver's loan to his campaign committee and its subsequent repayment. In light of these developments, we expanded our analysis to include an identification of other similar instances of transfer of funds from personal-to-campaign and/or campaign-to-personal styled accounts. We will address the significance of the term "styled accounts" in our review of Rep. Weaver's testimony before the Committee on August 14, 1986 which appears in a subsequent section of this report.

#### Scope of Examination

As previously noted, Rep. Weaver supplied to the Committee documentation reflecting activity in 15 separate accounts. Table I details each account:

Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 6

TABLE I

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INSTITUTION</u>	<u>ACCOUNT TYPE</u>
James Weaver	894-6	Sergeant at Arms	Personal checking
James H. Weaver	37-103-10-860	American Security Bank	Personal checking
James H. Weaver	081-0405-985	U.S. National Bank of Oregon	Business checking account
James H. Weaver	081-0448-787	U.S. National Bank of Oregon	Personal checking
James H. Weaver	120-12084	Peavey	Personal commodity account
James H. Weaver	124-12496	Peavey	Personal commodity account
James H. Weaver	121-12196	Peavey	Personal commodity account
James H. Weaver	48D-48896	Peavey	Personal commodity account
James H. Weaver	48DAA-48896	Wedbush, Noble, Cooke, Inc.	Personal commodity account
James H. Weaver	488AB-48896	Wedbush, Noble, Cooke, Inc.	Personal commodity account



Mr. Ralph Lotkin, Esq.  
September 17, 1986  
Page 7

TABLE I  
(continued)

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INSTITUTION</u>	<u>ACCOUNT TYPE</u>
James H. Weaver	060-026514-210	Wedbush, Noble, Cooke, Inc.	Personal stock account
Weaver for Con- gress Committee	104-0061-663	U.S. National Bank Bank of Oregon	Campaign checking account
Weaver for Con- gress Committee	060-377082-210	Wedbush, Noble, Cooke, Inc.	Campaign stock account
Weaver Campaign Account*	120-12086	Peavey	Campaign commodity account
Weaver Campaign Account*	124-12499	Peavey	Campaign commodity account

\* As styled by Rep. Weaver

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As set forth in Table I, Rep. Weaver provided the Committee with documents pertaining to four personal checking accounts (including a personal account styled as a business account); seven personal stock/commodity accounts; one campaign checking account; one campaign stock account; and two accounts styled as "Weaver Campaign" commodity accounts. Exhibit 1 lists the periods for which statements or summaries were provided for these accounts. As depicted in this exhibit, the 15 accounts were established and in existence at various times from 1974 through 1986. Many accounts existed consecutively and not concurrently. This was typically due to a change in brokers or a change implemented by the brokerage firm. Finally, during the course of our investigation, we requested additional documentation for those accounts known to have existed before and/or after the period for which Rep. Weaver submitted his material. No further documentation was provided.

#### Methodology

As noted previously, to properly conduct our analysis, we structured and then loaded the account information into an automated data base for subsequent processing.

The parameters of our data analysis were as follows:

- (a) For checking accounts: each check written for \$1,000 or more irrespective of payee; each check written for less than \$1,000 to certain payees; and each deposit was included in the data base.

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- (b) For stock/commodity accounts: we recorded the date and dollar amount of each "Cash-In" and each "Cash-Out." A "Cash-In" reflected the receipt of money by the account while a "Cash-Out" reflected the disbursement of funds by the account.

Table II identifies the exhibit which contains the computer generated listings for each account.

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TABLE II

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INSTITUTION</u>	<u>ACCOUNT TYPE</u>	<u>EXHIBIT LOCATOR</u>
James Weaver	894-6	Sergeant at Arms	Personal checking	Exhibit 2
James H. Weaver	37-103-10-860	American Security Bank	Personal checking	Exhibit 3
James H. Weaver	081-0405-985	U.S. National Bank of Oregon	Business checking account	Exhibit 4
James H. Weaver	081-0448-787	U.S. National Bank of Oregon	Personal checking	Exhibit 5
James H. Weaver	120-12084	Peavey	Personal commodity account	Exhibit 6
James H. Weaver	124-12496	Peavey	Personal commodity account	Exhibit 7
James H. Weaver	121-12196	Peavey	Personal commodity account	Exhibit 8
James H. Weaver	48D-48896	Peavey	Personal commodity account	Exhibit 9
James H. Weaver	48DAA-48896	Wedbush, Noble, Cooke, Inc.	Personal commodity account	Exhibit 10
James H. Weaver	488AB-48896	Wedbush, Noble, Cooke, Inc.	Personal commodity account	Exhibit 11
James H. Weaver	060-026514-210	Wedbush, Noble, Cooke, Inc.	Personal stock account	Exhibit 12

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TABLE II  
(continued)

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INSTITUTION</u>	<u>ACCOUNT TYPE</u>	<u>EXHIBIT LOCATOR</u>
Weaver for Con- gress Committee	104-0061-663	U.S. National Bank Bank of Oregon	Campaign checking account	Exhibit 13
Weaver for Con- gress Committee	060-377082-210	Wedbush, Noble, Cooke, Inc.	Campaign stock account	Exhibit 14
Weaver Campaign Account*	120-12086	Peavey	Campaign commodity account	Exhibit 15
Weaver Campaign Account*	124-12499	Peavey	Campaign commodity account	Exhibit 16

\* As styled by Rep. Weaver

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Having completed the data entry phase of the engagement (with respect to documentation made available to us), we moved to the search/sort execution portion of our analysis. Specifically, for each deposit made in every account, we searched the remaining elements of the data base five days prior and fifteen days after the date of the selected deposit to identify potential fund transfers. These transfers were then inspected by our auditors to verify those instances where transfers occurred between accounts styled by Rep. Weaver as personal-to-campaign and/or campaign-to-personal. The results of this process are detailed in subsequent report sections.

Transactions With Respect to the \$24,500 Loan

Exhibit 17 contains Rep. Weaver's December 17, 1985 letter to the FEC concerning, inter alia, his \$24,500 loan to his campaign committee and the repayment schedule. For ease of reference, Table III summarizes the components of the \$24,500 loan while Table IV details the loan payments identified by Rep. Weaver.

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TABLE III

<u>DATE</u>	<u>LOAN AMOUNT</u>	<u>LOAN BALANCE</u>
MAY 1974	\$2,200.00	\$2,200.00
MAY 1974	500.00	2,700.00
MAY 1974	2,000.00	4,700.00
MAY 1974	800.00	5,500.00
MAY 1974	500.00	6,000.00
JUNE 1974	1,000.00	7,000.00
JULY 1974	2,000.00	9,000.00
AUGUST 1974	3,000.00	12,000.00
SEPTEMBER 1974	12,500.00	24,500.00

It should be noted that Rep. Weaver's loan/loan payment schedule (Exhibit 17) reflected the extension of an additional loan of \$10,932 to his campaign committee on July 1, 1984.

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TABLE IV

<u>DATE</u>	<u>LOAN PAYMENTS</u>	<u>TOTAL PAYMENTS</u>
NOVEMBER 1975	\$ 500.00	\$ 500.00
FEBRUARY 1, 1976	2,500.00	3,000.00
JULY 1981	18,634.75	21,634.75
NOVEMBER 1982	15,000.00	36,634.75
NOVEMBER 1984	48,300.00	84,934.75 (See Note)

NOTE: According to Rep. Weaver, the payment of \$48,300 includes the repayment of the \$10,932 loan to the committee that he made on July 1, 1984.



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The initial step in this phase of the engagement was to confirm the transfer of the loan amounts set forth in Table III as extracted from Exhibit 17. Table V depicts the results of this verification process:

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TABLE V

<u>DATE</u>	<u>LOAN AMOUNT</u>	<u>DOCUMENTATION</u> (See Note 1)
MAY 1974	\$2,200.00	FEC TRANSACTION #6
MAY 1974	500.00	BUSINESS CHECK #1677
MAY 1974	2,000.00	BUSINESS CHECK #1667
MAY 1974	800.00	FEC TRANSACTION #8
MAY 1974	500.00	BUSINESS CHECK #1681
JUNE 1974	1,000.00	BUSINESS CHECK #1697
JULY 1974	2,000.00	FEC TRANSACTION #9
AUGUST 1974	3,000.00	FEC TRANSACTION #9
SEPTEMBER 1974	12,500.00	BUSINESS CHECK #1750 (See Note 2)

Note 1: BUSINESS CHECKS listed above were drawn on Congressman Weaver's Business Checking Account #081-0405-985; U.S. National Bank of Oregon

Note 2: The July 1984 loan for \$10,932 is supported by BUSINESS CHECK #148.

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Specifically, we were able to confirm five of the nine initial loan (\$24,500) components by identifying the cancelled check. In those instances where we could not locate a cancelled check, we relied on a series of FEC filings submitted by Rep. Weaver at various times during the payment period. Exhibit 18 (Pages 1 through 3) details relevant information extracted from Rep. Weaver's FEC submissions. Each document was assigned a transaction number which appears in the first column ("#") of the exhibit. Referencing Table V, the FEC transaction number presented in the "Documentation" column indicates the transaction's location on Exhibit 18. As noted on Table V, each component of the \$24,500 loan, as well as the additional \$10,932 loan of July 1984, was verified either by a cancelled check or a notation on an FEC filing.

The second phase of this component of the engagement involved the verification of the campaign committee's loan payments summarized in Table IV as extracted from Exhibit 17. Table VI describes the results of our validation efforts.

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TABLE VI

<u>DATE</u>	<u>LOAN PAYMENTS</u>	<u>DOCUMENTATION</u>
NOVEMBER 1975	\$ 500.00	FEC TRANSACTION #11
FEBRUARY 1976	2,500.00	FEC TRANSACTION #13
JULY 1981	18,634.75	EXHIBIT 19
NOVEMBER 1982	15,000.00	CAMP. CHECK #1743 (See Note 1)
NOVEMBER 1984	48,300.00	EXHIBIT 20 (See Note 2)

Note 1: CAMP. CHECK - Campaign Checking Account #104-0061-663;  
U.S. National Bank of Oregon.

Note 2: The November 1984 payment of \$48,300 consisted of 4  
checks which were drawn on the Campaign Checking Ac-  
count #104-0061-663 from 10/18/84 through 12/27/84.

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We were able in three of five instances to develop the necessary document trail to verify the loan payment. In the remaining two instances we again relied on the FEC filings reflected in Exhibit 18.

For the November 1975 payment of \$500 and the February 1976 payment of \$2,500, we were able to identify deposits made to Rep. Weaver's Business Checking Account #081-0405-985 on or about the loan payment dates and for amounts equal to or roughly equal to the loan payment amounts. However, we were not able to specifically conclude or confirm that these deposits were the loan payments.

The July 1981 payment of \$18,634.75 listed on Table VI involved the transfer of a Time Certificate of Deposit (CD) held by and in favor of the campaign committee to Rep. Weaver's personal account. Specifically, the campaign committee purchased the CD for \$18,379 on March 26, 1981 at 12.524% interest with a maturity date of September 24, 1981. On or about July 31, 1981 the CD was withdrawn and \$18,634.75 was deposited on August 3, 1981 to Rep. Weaver's Business Checking Account #081-0405-985. Rep. Weaver, on August 3, 1981, then transferred \$9,000 to Wedbush, Noble, Cooke (check #2314) and an additional \$9,000 to Peavey (check #2316). This \$18,000 was credited to Rep. Weaver's personal commodity account #120-12084. Exhibit 19 contains the supporting document for this transaction. It should be noted that the campaign committee sustained a penalty of \$575.45 for early withdrawal of the CD. Rep. Weaver's loan payment schedule does not reflect this penalty.

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The November 1982 payment was executed through the transfer of \$15,000 from the Weaver for Congress Committee Campaign checking account #104-0061-663 (check #1743) to the Wedbush, Noble, Cooke, Inc. Campaign stock account #060-377082-210 and then subsequently to the commodity account styled by Rep. Weaver as the Weaver Campaign Commodity Account #12499. Exhibits 13, 14 and 16 depict these transfers.

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As noted on Table VI, the November 1984 payment of \$48,300 consisted of four separate items:

Weaver for Congress Committee Campaign checking account #104-0061-663		
<u>Date</u>	<u>Check Number</u>	<u>Amount</u>
10/18/84	No check number	\$15,000
11/05/84	No check number	15,000
11/21/84	No check number	15,000
12/21/84	150	<u>3,300</u>
		\$48,300

Each component of the \$48,300 was transferred from the Campaign checking account to Rep. Weaver's Personal Commodity Account #488AB-48896. Exhibits 11, 13, and 20 document these transfers.

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As noted in our progress report of June 9, 1986, we believed it was appropriate to address three points with respect to the loans extended by Rep. Weaver to his campaign committee and the attendant loan payments. These points were:

- (a) We were unable to locate any contemporaneous documentation which contained the terms of the loan. As depicted in Exhibit 18, Rep. Weaver classified the several components of the \$24,500 as loans. The \$10,932 was initially classified as "Investment Interest" (transaction #29) and then reclassified as a "Loan - Personal Funds" (transaction #30). However, we were unable to identify any document which set forth the terms of payment -- particularly the 14% rate of interest. The absence of documentation was confirmed by Mr. J. Michael Farley, CPA, who served as the campaign committee's treasurer during 1974. In his correspondence of May 16, 1986 (Exhibit 21), Mr. Farley stated that notes were not prepared and that it was assumed that the loans were interest-bearing.
- (b) We found it unusual that Rep. Weaver would charge his campaign committee 14% interest at a time when he was able to borrow funds from the U.S. National Bank of Oregon at a considerably lower rate. Exhibit 22, provided to us by the Committee, detailed Rep. Weaver's banking arrangements. It appeared reasonable to assume that had the campaign committee borrowed the



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\$24,500 directly from the bank with a structured repayment plan, it would have been charged substantially less in interest than the rate levied by Rep. Weaver.

- (c) We also found it inconsistent that Rep. Weaver would charge interest on the \$24,500 (and \$10,932) loan(s) yet fail to charge interest on other loans extended to his campaign committee as set forth in Exhibit 18.

These issues will be subsequently addressed in this report in our review of when Rep. Weaver's testimony before the Committee on August 14, 1986.

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**Other Transactions Examined**

As previously noted, as a result of the search/sort execution phase of our analysis, we identified several instances of transfers between accounts styled as personal-to-campaign and campaign-to-personal which were in addition to those transactions listed in Rep. Weaver's letter of December 17, 1985 to the FEC (Exhibit 17) and in his FEC filings depicted in Exhibit 18.

Table VII lists 11 instances of transfers between accounts styled as campaign-to-personal which could be determined from the available documentation. These transfers total \$46,973.75 with the items occurring from October 1981 through June 1982 (the period for which the most complete documentation was available).

Table VIII lists 14 instances of transfers between accounts styled as personal-to-campaign. These items total \$46,553.75 and span the period August 1981 through February 1982.

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TABLE VII  
TRANSFERS STYLED AS CAMPAIGN-TO-PERSONAL

<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
10/21/81	\$ 500.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
11/16/81	50.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
01/15/82	1,750.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
02/16/82	86.94	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
02/23/82	11,000.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
02/25/82	4,000.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
03/02/82	8,960.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
03/05/82	5,500.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
03/10/82	14,000.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
05/12/82	525.00	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084
06/09/82	601.81	CAMP. COMMOD. #120-12086	PERS. COMMOD. #120-12084

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TABLE VIII  
TRANSFERS STYLED AS PERSONAL-TO-CAMPAIGN

<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
08/17/81	\$5,200.00	PERSONAL STOCK #060-026514-210	CAMPAIGN COMMODITY #120-12086
08/25/81	2,060.98	PERSONAL STOCK #060-026514-210	CAMPAIGN COMMODITY #120-12086
08/31/81	1,000.00	BUSINESS CHECKING #081-0405-985	CAMPAIGN COMMODITY #120-12086
10/09/81	5,000.00	PERSONAL COMMODITY #120-12084	CAMPAIGN COMMODITY #120-12086
12/07/81	3,925.00	PERSONAL COMMODITY #120-12084	CAMPAIGN COMMODITY #120-12086
12/10/81	3,950.00	PERSONAL STOCK #060-026514-210	CAMPAIGN COMMODITY #120-12086
12/16/81	592.77	PERSONAL STOCK #060-026514-210	CAMPAIGN COMMODITY #120-12086
12/17/81	2,000.00	PERSONAL STOCK #060-026514-210	CAMPAIGN COMMODITY #120-12086
01/14/82	1,475.00	PERSONAL COMMODITY #120-12084	CAMPAIGN COMMODITY #120-12086

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TABLE VIII  
TRANSFERS STYLED AS PERSONAL--TO--CAMPAIGN

(continued)

<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
01/22/82	\$ 5,000.00	SERGEANT AT ARMS 894-6	CAMPAIGN COMMODITY #120-12086
02/01/82	350.00	PERSONAL COMMODITY #120-12084	CAMPAIGN COMMODITY #120-12086
02/10/82	5,000.00	SERGEANT AT ARMS 894-6	CAMPAIGN COMMODITY #120-12086
02/10/82	2,000.00	SERGEANT AT ARMS 894-6	CAMPAIGN COMMODITY #120-12086
02/10/82	9,000.00	SERGEANT AT ARMS 894-6	CAMPAIGN COMMODITY #120-12086

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Analysis of FEC Filings

In our progress report of June 9, 1986 we found it essential to address the information contained in Exhibit 18 as a separate topic of discussion due to the unusual and in some instances inconsistent nature of the assertions set forth in the underlying documents.

Specifically, we questioned the accuracy and/or the characterization of the following transactions:

- (a) Transaction #15 dated November 5, 1976 was identified as a \$2,000 "Loan to Committee" yet it was presented in the FEC filings as a disbursement of campaign funds to Rep. Weaver. Note that transaction #16, also dated November 5, 1976, depicted the extension of a \$2,000 loan. Transaction #17 indicated the payment of this loan by the campaign committee on August 10, 1977. Also note that since submitting our second progress report we have concluded that transaction #15 was filed in error and corrected by transaction #16.

We previously reported that several transactions disclosed to the FEC from July 1981 through June 1985 were recharacterized by Rep. Weaver in a series of filings submitted to the FEC on December 17, 1985. These recharacterizations comported with Rep. Weaver's explanation of fund transfers set forth in his December 17, 1985 letter to the FEC which is

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contained in Exhibit 17. The effect of the December 17, 1985 filings was to convert campaign committee funds to personal funds up to four years after the date of the original transaction. Specifically:

- (b) In July 1981, Rep. Weaver withdrew \$18,634.75 in campaign funds (the CD previously addressed) and described this withdrawal as "Loan for Investment Income for Committee" (transaction #21). However, the December 17, 1985 submission defined this transfer as "Payment of Interest on Loan." It would seem that the initial filing should have been viewed as a loan of campaign committee funds for investment purposes--to be returned to the campaign committee with interest. It also appeared that the December 17, 1985 recharacterization transformed this amount from a campaign committee asset to the reduction of a liability.
- (c) The sequence of transactions #24 through #28 was similarly confusing. In a filing dated May 15, 1984 and certified on August 24, 1984 (transaction #24), Rep. Weaver withdrew \$5,500 from the campaign committee for "Investment." In a filing dated June 1, 1984 and also certified on August 24, 1984 Rep. Weaver returned the "Investment Principal" and \$75 in "Investment Interest" (transactions #26 and #27). However, the December 17, 1985 filings once again appeared to convert these transactions into a loan of personal funds. We noted

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that the \$5,500 loan repayment depicted in transaction #25 was not identified by Rep. Weaver as being associated with the \$24,500 loan previously discussed.

- (d) In a filing dated June 30, 1984 and certified on August 24, 1984, Rep. Weaver returned \$10,932 to the campaign committee as "Investment Interest" (transaction #29). The December 17, 1985 recharacterization transformed this return of interest into a "Loan Personal Funds" from Rep. Weaver (transaction #30).
- (e) In a filing dated December 5, 1984 and certified on February 28, 1985 Rep. Weaver withdrew \$48,300 as a "Loan Investment" (transaction #33). However, this transaction was recharacterized on December 17, 1985 as the payment of \$27,988 "Interest on Loan" (transaction #31) and \$20,312 "Principal Payment on Loan" (transaction #32). Again, it appeared to us that funds initially withdrawn as an investment for the campaign committee had been recharacterized into reductions of campaign committee liabilities. We noted that this transaction was identified on Rep. Weaver's December 17, 1985 loan payment schedule submitted to the FEC (Exhibit 17).
- (f) In a filing dated June 30, 1985 and certified on July 30, 1985, Rep. Weaver deposited \$8,650 to the campaign committee as "Interest on Investment" (transaction #34). Presumably, this interest had been earned on the



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campaign committee's assets. Five months later, this transaction was redefined as the extension of an \$8,650 loan from Rep. Weaver (transaction #35). In a filing dated July 1, 1985 and certified on January 31, 1986 the withdrawal of \$8,500 by Rep. Weaver is described as a repayment of a loan -- we assumed the \$8,650 loan (transaction #36).

- (g) Finally, in filings dated December 31, 1985 and certified on January 31, 1986, \$1,510 was apparently received and disbursed by the campaign committee from and to Rep. Weaver (transactions #37 and #38). We did not understand the description associated with the receipt of funds, i.e., "Funds to Offset Loan."

Our prior report addressed several additional points of discussion. First, it was clear that the 25 transactions identified in Tables VII and VIII were not disclosed in the FEC filings provided to us. Hence, we had no basis to conclude that the effect of these transactions on the financial posture of the campaign committee was disclosed to the FEC. Moreover, when viewed in the total context of the foregoing information and analysis, and in light of the timing and nature of the documentation submitted to the FEC, we were curious as to the underlying rationale of including certain financial transactions to the unexplained exclusion of other non-interest bearing transfers.

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In an attempt to understand more clearly the basis of the subject transactions, we looked to Rep. Weaver's Financial Disclosure ("FD") statements. We determined that Rep. Weaver's initial FD submissions did not reveal the existence of his loan to the campaign committee nor the receipt of interest. Similarly, the relevant FD statements did not reveal the 25 transactions depicted in Tables VII and VIII. We did note that Rep. Weaver disclosed a liability entitled "Weaver Campaign Fund Investment" in his 1981 and 1982 FD statements. In 1983 and 1984 these liabilities were entitled "Weaver for Congress Investment." In 1981, 1982 and 1983 these liabilities were classified in the "C-\$2,501 - \$5,000" category while the 1984 statement reflected a "D-\$5,001 - \$15,000" classification. Amendments to the initial FD statements, filed collectively on January 24, 1986, did identify Rep. Weaver's \$24,500 loan to the campaign committee and the attendant loan payments. In addition, the aforementioned liabilities were deleted. The amendments failed to disclose, however, the fund transfers previously discussed.

#### Our Appearance before the Committee

On June 19, 1986, we appeared before the Committee to report on the status of our investigation and to present to the Committee Members our findings and conclusions to date. In so doing we set forth the following:

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- (a) Based on the financial documentation provided to us, and on amended FEC filings in instances where the documentation was incomplete, we were able to locate items totaling \$24,500 and \$10,932 which were characterized by Rep. Weaver as loans to his campaign committee.
- (b) Based on the financial documentation provided to us, and on amended FEC filings in instances where the documentation was incomplete, payments characterized by Rep. Weaver as principal and interest totaling \$84,934.75 were made to Rep. Weaver by his campaign committee.
- (c) We were unable to locate contemporaneous documentation evidencing any loan, the interest rate and/or the terms of payment.
- (d) The 14% interest rate assessed by Rep. Weaver on his campaign committee was in excess of the rate at which he was able to borrow funds at the time he extended the initial \$24,500 to the campaign committee.
- (e) Rep. Weaver failed to levy interest charges on his campaign committee for other loans extended to the committee from 1974 through 1986.
- (f) In fund transfers separate and distinct from the loan/loan payment issue, we identified several transactions between accounts styled as personal-to-campaign and campaign-to-personal. This determination was

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separately confirmed by Mr. Gary E. Conley of Wedbush, Noble, Cooke, Rep. Weaver's brokers (Exhibit 23).

- (g) Notwithstanding Rep. Weaver's commitment to his campaign committee to pay the committee 14% interest on amounts due (Exhibit 24), evidence of Rep. Weaver's payment of such interest on those items reflected by item (f) above could not be developed.
- (h) A series of filings submitted to the FEC by Rep. Weaver contained several instances of the substantive recharacterization of financial transactions which had the effect of converting campaign committee assets into the satisfaction of campaign committee liabilities up to four years after the date of the initial transaction.
- (i) Further analysis of the FEC submissions indicated a failure on the part of Rep. Weaver to disclose the transactions reflected in item (f) above.
- (j) We were unable to conclude that the financial posture of Rep. Weaver's campaign committee was properly reported to the FEC in view of the effect of item (i) above.
- (k) We found no evidence to support the underlying rationale of Rep. Weaver's disclosure of certain interest bearing transactions to the exclusion of other non-interest bearing transfers.
- (l) Our inspection of Rep. Weaver's Financial Disclosure Statements revealed a similar pattern of disclosure.

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Specifically, the existence and payment of the loans identified in items (a) and (b) above were not contemporaneously disclosed by Rep. Weaver but were identified in amendments filed on January 24, 1986. The transactions reflected in item (f) above were not, to our knowledge, disclosed in the initial filings or in the amendments thereto.

Rep. Weaver's Testimony

On August 14, 1986, Rep. Weaver appeared before the Committee to respond to questions posed by the members pertaining, inter alia, to those issues previously addressed in this report.

Rep. Weaver's basic position can be summarized as follows:

- (a) In 1974 he extended loans totaling \$24,500 to his campaign;
- (b) He made an additional loan of approximately \$10,000 in 1984;

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- (c) On eight separate instances from 1981 through 1984, he borrowed money from his campaign. The detail presented by Rep. Weaver was as follows:

<u>Year</u>	<u>Amount</u>
1981	\$18,634
1982	15,000
1984	5,500
1984	15,000
1984	15,000
1984	15,000
1984	3,300
1984	8,500

(Note: the total amount borrowed by Rep. Weaver was \$95,934.)

- (d) Through a written loan agreement between James H. Weaver and the Weaver for Congress Committee dated August 2, 1981 (Exhibit 24), Mr. Weaver agreed to pay 14%, compounded quarterly, on the amount borrowed (\$18,634.75).
- (e) Rep. Weaver intended to apply the same interest rate (14% compounded quarterly) on each borrowing listed in item (c) above.
- (f) Rep. Weaver identified the borrowings listed in item (c) above in his FEC reports as loans to him for investment purposes.

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- (g) Rep. Weaver viewed himself as his campaign committee's investment -- at 14% interest.
- (h) Rep. Weaver intended to invest the funds loaned to him by his campaign committee in the commodities market.
- (i) Rep. Weaver viewed the funds loaned to him by his campaign committee as his personal funds. Hence, he did not feel obligated to return any profits made on the investment of these funds to his campaign committee. His sole liability to his campaign committee was the principal amount borrowed plus interest at 14%, compounded quarterly.
- (j) In August 1981, Rep. Weaver established a commodity account (with Peavey through Wedbush, Noble, Cooke, Inc.) and styled this account as the "Weaver Campaign Account." (Account #120-12086).

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- (k) Since Rep. Weaver viewed the funds in the "Weaver Campaign Account" as his money, he frequently transferred funds between this account (#12086) and his personal accounts to meet margin calls.
- (l) Rep. Weaver's commodity transactions resulted in continuing losses. No profits were generated.
- (m) In December 1985, Rep. Weaver discovered through a newspaper article that he could be repaid by his campaign committee for the \$24,500 in loans made in 1974. He had previously been misinformed by Mr. Joe Rutledge, his campaign manager, with respect to reimbursement. In addition, Rep. Weaver learned that interest could be charged.
- (n) Applying an interest rate of 14%, compounded annually, to his loans to his campaign committee, Rep. Weaver determined that the loans made by the campaign committee to him (item (c) above) were satisfied by the funds loaned by him to the committee in 1974 and 1984 (items (a) and (b) above). Effectively, Rep. Weaver determined that the campaign committee "loans" were payments due to him.
- (o) Rep. Weaver filed amended PEC reports which recharacterized his campaign committee's investment loans as payments of principal and interest.
- (p) Rep. Weaver informed the IRS that amended returns would be forthcoming reflecting the interest earned.



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- (q) Rep. Weaver relied on his expertise with respect to interest rates in determining in 1985 that 14%, compounded annually, was the proper rate to apply to the 1974 loans.
- (r) Rep. Weaver asserted that no obligations exist at this time between the campaign committee and himself.

#### Analysis of Rep. Weaver's Testimony

When juxtaposed with our previously detailed findings and the issues addressed in our appearance before the Committee, Rep. Weaver's testimony clarifies certain items yet raises further issues with respect to the financial posture of his campaign committee. These outstanding concerns center on the determination and application of the 14% interest rate on the loans to the campaign committee; the specific disbursements from the campaign committee that were identified as loan payments; the effect of applying the pertinent Oregon usury statutes to the relevant loan transactions; and the relative balances of amounts owed to and from the campaign committee with respect to Rep. Weaver.

We have not addressed Rep. Weaver's characterization of his borrowings from his campaign committee and subsequent investment in the commodities market in an account styled as the "Weaver Campaign Account." His novel approach in initially identifying his campaign committee's investments as "investments in me" was certainly not anticipated by us nor, we suspect, by those authorities reviewing the pertinent FEC filings. The issue of the

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potential co-mingling of personal and campaign funds between various stock, commodity and checking accounts is rendered moot if this characterization is accepted.

With respect to Rep. Weaver's loans to his campaign committee, we are satisfied that the transfers set forth in his December 17, 1985 letter to the FEC (Exhibit 17) and in his various submissions to the FEC (detailed in Exhibit 18), as summarized in Table III, occurred. With respect to the disbursement of campaign funds to Rep. Weaver, there still appears to be some confusion as to the proper characterization of certain withdrawals.

Specifically, on December 17, 1985, Rep. Weaver identified the following eight issuances of campaign funds as payments to him of principal and interest in satisfaction of amounts due to him:

<u>Date</u>	<u>Campaign Committee Disbursement</u>	<u>Balance</u>
November 1975	\$ 500	\$ 500
February 1976	2,500	3,000
July 1981	18,634.75	21,634.75
November 1982	15,000	36,634.75
November 1984	15,000	51,634.75
November 1984	15,000	66,634.75
November 1984	15,000	81,634.75
November 1984	3,300	84,934.75

On more than one occasion during his August 14, 1986 testimony before the Committee, Rep. Weaver identified the eight issuances of campaign funds in satisfaction of amounts due to him as follows:

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<u>Date</u>	<u>Campaign Committee Disbursement</u>	<u>Balance</u>
July 1981	\$18,634.75	\$18,634.75
November 1982	15,000	33,634.75
May 1984	5,500	39,134.75
November 1984	15,000	54,134.75
November 1984	15,000	69,134.75
November 1984	15,000	84,134.75
November 1984	3,300	87,434.75
July 1985	8,500	95,934.75

Clearly, the \$11,000 difference results from the substitution of \$14,000 in payments during 1984 and 1985 in place of \$3,000 disbursed to Rep. Weaver in 1975 and 1976.

This further recharacterization disturbs the symmetry of Rep. Weaver's schedule (Exhibit 17) of loans and loan payments and raises additional questions with respect to the transactions reflected on his FEC filings (Exhibit 18) in 1984 and 1985. To accept, per arguendo, Rep. Weaver's latest classification of the \$5,500 and \$8,500 transactions in May 1984 and July 1985, respectively, would result in the conclusion that his campaign committee still owed Rep. Weaver at least \$14,000 in loans. However, Rep. Weaver, in his letter to the FEC (Exhibit 17); in his amended filings with the FEC; and in his testimony, did not depict a balance due to him. Instead, his testimony suggested that the eight disbursements satisfied amounts due to him and left his campaign committee whole.

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After thorough analysis of Rep. Weaver's writings, filings and testimony, we have concluded that the schedule of loans and loan payments set forth in his December 17, 1985 letter to the FEC (Exhibit 17) identified the eight payments Rep. Weaver intended to reference during his appearance before the Committee. Although Rep. Weaver specifically identified the \$5,500 and \$8,500 items as two of the eight relevant loan payments during his testimony, the offsetting nature of these transactions leads us to conclude that Rep. Weaver was mistaken in identifying these items as components of the pertinent loan drawdowns. To conclude otherwise would result in an abandonment of the December 17, 1985 schedule and would require further amendments to Rep. Weaver's previously recharacterized FEC filings.

Specifically and as previously discussed, the May 15, 1984 disbursement of \$5,500 by the campaign committee to Rep. Weaver for investment purposes was initially offset by the return of this amount (plus \$75 investment interest) to the campaign committee on June 1, 1984. Under Rep. Weaver's December 17, 1985 recharacterization of his FEC filings, this \$5,500 was not identified as being associated with the \$24,500 or \$10,932 loans. Instead, it was described as a loan of personal funds from Rep. Weaver to his committee and a repayment to Rep. Weaver of \$5,500. As noted, the amended filings suggested that the June 1, 1984 loan from Rep. Weaver had been repaid on May 15, 1984. Since the amounts and dates involved were reasonably proximate, we have assumed that they were intended to be portrayed as offsetting transactions.

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Also as previously noted, the \$8,500 disbursement on July 1, 1985 was identified as the repayment of an \$8,650 loan extended by Rep. Weaver to his committee on June 30, 1985. The initial characterization of the \$8,650 receipt of funds by the campaign committee on June 30, 1985 was as the return of investment interest. Notwithstanding the apparent forgiving of \$150, we have assumed that these items were also intended to be cast as offsetting transactions.

With respect to Rep. Weaver's testimony regarding Oregon's usury statutes, we have reviewed these provisions and have been advised as to their application by Committee counsel. We are unable to confirm his recollection of pertinent rates, nor corroborate his view of their proper application. Specifically, Oregon Revised Statutes Section 82.010 (1973) (Exhibit 25) provided that in those instances where less than \$50,000 was loaned pursuant to a written or oral agreement in which no interest rate was specified, a rate of 6% per annum was assumed. Although 10% could be charged upon express agreement of the parties, there was no indication in the instant matter that such an agreement had been reached and/or executed. Finally, 12% per annum could be charged in instances involving corporations.

In 1981, Statute Section 82.010 was amended (Exhibit 26) to allow the parties to agree to any interest rate. In those instances where an agreement had not been reached and/or executed, the implied rate of interest was established at 9% per annum. In the instant case, the agreement executed on August 2, 1981 (Ex-

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hibit 24) established the rate at which Rep. Weaver borrowed funds from his campaign committee as 14%, compounded quarterly.

We do not understand Rep. Weaver's interpretation of discount rates in the context of the Oregon usury statute. The case law we have reviewed on point suggests that the Oregon courts in 1974 interpreted Section 82.010 as set forth above; i.e., 6% per annum is implied when the parties fail to reach and/or execute an agreement as to the interest rate. Rep. Weaver's recollection with respect to interest rates on borrowings for purposes such as real estate, business or automobile loans may have been accurate but is not relevant. It is our understanding that usury statutes only govern the loaning of money by entities other than banks and other forms of financial institutions. Hence, in our view, the maximum interest rate Rep. Weaver should have levied on the amounts initially due from his campaign committee was 6% per annum. For any funds loaned after 1981, Rep. Weaver could have charged a 9% interest rate.

#### Conclusions

Based on the results of our analysis over the past four months and on the testimony of Rep. Weaver before the Committee on August 14, 1986, the thrust of our investigation has been focused on the loans extended to the campaign committee by Rep. Weaver and the interest assessed on those loans as compared to the disbursements received. If, as Rep. Weaver asserts, 14% per annum was a proper rate, it would appear that the issue of comingling campaign and personal funds is moot and the campaign committee has been roughly made whole. If, however, the 14% rate

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was improper, further clarification by Rep. Weaver is necessary to explain how he was not using campaign funds for investment purposes and/or how the campaign committee has been made whole.

To fully explain our position with respect to the outstanding questions in this matter, we have constructed a series of displays (termed "Excursions") which depict the interest that should have been earned/charged under various scenarios. We are compelled to note that in view of Rep. Weaver's testimony, the proper construction of this analysis is to compute each scenario retrospectively from December 17, 1985. In this manner, the relative positions of Rep. Weaver vis-a-vis his campaign committee may be properly reviewed.

#### Weaver Loan Excursion I

##### Assumptions:

- a. Loans aggregating \$24,500 were extended to the Weaver Campaign Committee in 1974 by Rep. Weaver.
- b. Although no written or oral agreement was reached and/or executed between the parties, 14% interest per annum was assessed.
- c. Interest was computed from the dates of the loans through December 17, 1985.
- d. In accordance with Rep. Weaver's December 17, 1985 letter to the FEC (Exhibit 17) and his FEC filings (summarized in Exhibit 18) the campaign committee paid Rep. Weaver \$500 in November 1975 and \$2,500 in February 1976. It should be noted that these disbursements were not recharacterized by Rep. Weaver at any time.

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Result:

On December 17, 1985, the campaign committee owed Rep.  
Weaver \$98,827.



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Weaver Loan  
Excursion I

<u>Year</u>	<u>Month(s)</u>	<u>Loans or Payments</u>	<u>14% Interest (annually)</u>	<u>Balance</u>
1974	May	\$2,200		
		500		
		2,000		
		800		
		500	\$70	
1974	Jun	1,000	82	
1974	Jul	2,000	105	
1974	Aug	3,000	140	
1974	Sep	12,500	286	\$24,500
1974	Oct-Dec		858	26,041
1975	Jan-Nov		3,342	29,383
1975	Nov	(500)		28,883
1975	Dec		337	29,220
1976	Jan		341	29,561
1976	Feb 1	(2,500)		27,061
1976	Feb-Dec		3,473	30,534
1977	All		4,275	34,809
1978	All		4,873	39,682
1979	All		5,555	45,237
1980	All		6,333	51,570
1981	All		7,220	58,790
1982	All		8,231	67,021
1983	All		9,383	76,404
1984	All		10,697	87,101
1985	Jan-Dec 17 (351/365)		11,726	<u>\$98,827</u>

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Weaver Loan  
Excursion II

Assumptions:

- a. Loans aggregating \$24,500 were extended to the Weaver Campaign Committee in 1974 by Rep. Weaver.
- b. Since no written or oral agreement was reached and/or executed between the parties, 6% interest per annum should be assessed in accordance with Oregon usury statutes.
- c. Interest was computed from the dates of the loans through December 17, 1985.
- d. Payments of \$500 and \$2,500 were made in November 1975 and February 1976, respectively.

Result:

On December 17, 1985, the campaign committee owed Rep. Weaver \$42,340.

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Weaver Loan  
Excursion II

<u>Year</u>	<u>Month(s)</u>	<u>Loans or Payments</u>	<u>6% Interest (annually)</u>	<u>Balance</u>
1974	May	\$2,200		
		500		
		2,000		
		800		
		500	\$30	
	Jun	1,000	35	
	Jul	2,000	45	
	Aug	3,000	60	
	Sep	12,500	123	\$24,500
	Oct-Dec		368	25,161
1975	Jan-Nov		1,384	26,545
	Nov	(500)		26,045
	Dec		130	26,175
1976	Jan		131	26,306
	Feb 1	(2,500)		23,806
	Feb-Dec		1,309	25,115
1977	All		1,507	26,622
1978	All		1,597	28,219
1979	All		1,693	29,912
1980	All		1,795	31,707
1981	All		1,902	33,609
1982	All		2,017	35,626
1983	All		2,138	37,764
1984	All		2,266	40,030
1985	Jan-Dec 17 (351/365)		2,310	<u>\$42,340</u>

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Weaver Loan  
Excursion III

Assumptions:

- a. Rep. Weaver loaned his campaign committee \$10,932 on July 1, 1984.
- b. Although no written or oral agreement was reached and/or executed between the parties, 14% interest per annum was assessed.
- c. Interest was computed from the date of the loan through December 17, 1985.

Result:

On December 17, 1985, the campaign committee owed Rep. Weaver \$13,272.

Weaver Loan  
Excursion III

<u>Year</u>	<u>Month(s)</u>	<u>Loans or Payments</u>	<u>14% Interest (annual)</u>	<u>Balance</u>
1984	Jul 1	\$10,932		\$10,932
1984	Jul-Dec		\$765	11,697
1985	Jan-Dec 17		1,575	<u>\$13,272</u>

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Weaver Loan  
Excursion IV

Assumptions:

- a. Rep. Weaver loaned his campaign committee \$10,932 on July 1, 1984.
- b. Since no written or oral agreement was reached and/or executed between the parties, 9% interest per annum should be assessed in accordance with Oregon usury statutes.
- c. Interest was computed from the date of the loan through December 17, 1985.

Result:

On December 17, 1985, the campaign committee owed Rep. Weaver \$12,413.

Weaver Loan  
Excursion IV

<u>Year</u>	<u>Month(s)</u>	<u>Loans or Payments</u>	<u>9% Interest (annual)</u>	<u>Balance</u>
1984	Jul 1	\$10,932		\$10,932
1984	Jul-Dec		\$492	11,424
1984	Jan-Dec 17		989	<u>\$12,413</u>

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Weaver Borrowing  
Excursion I

Assumptions:

- a. Rep. Weaver borrowed the sums set forth in the following table, at 14% compounded quarterly, from his campaign committee.
- b. Interest was computed from the dates of the borrowings through December 17, 1985.

Result:

On December 17, 1985 Rep. Weaver owed his campaign committee \$113,169.

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Weaver Borrowing  
Excursion I

<u>Year</u>	<u>Month(s)/ Quarter</u>	<u>Disbursement</u>	<u>14% Interest (Quarterly)</u>	<u>Balance</u>
1981	Jul	\$18,635		\$18,635
	Oct		\$652	19,287
1982	Jan		675	19,962
	Apr		699	20,661
	Jul		723	21,384
	Oct		748	22,132
	Nov	15,000	253	37,385
1983	Jan		882	38,267
	Apr		1,339	39,606
	Jul		1,386	40,992
	Oct		1,435	42,427
1984	Jan		1,485	43,912
	Apr		1,537	45,449
	Jul		1,591	47,040
	Oct 18	15,000	1,414	63,454
	Oct		314	63,768
	Nov 5	15,000	121	78,889
	Nov 21	15,000	480	94,369
Dec 27	3,300	1292	98,961	
1985	Jan		1,318	100,279
	Apr		3,510	103,789
	Jul		3,633	107,422
	Oct		3,760	111,182
	Dec 17		1,987	<u>\$113,169</u>

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Based on his December 17, 1985 letter to the FEC (Exhibit 17), Rep. Weaver would assert that Weaver Loan Excursions I and III and Weaver Borrowing Excursion I apply to the instant matter. Hence, he would argue that no outstanding obligation existed between himself and his campaign committee.

12/17/85 Letter to FEC

Weaver Loan Excursions

Excursion I	\$ 98,827
Excursion III	13,272

Weaver Borrowing Excursion

Excursion I	<u>(113,169)</u>
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Balance Due from Rep. Weaver	<u><u>\$ (1,070)</u></u>
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Rep. Weaver's position deteriorates when the pertinent Oregon usury statutes are introduced into our analysis. In view of this legal restriction on interest rates, Rep. Weaver's December 17, 1985 scenario would properly include Weaver Loan Excursions II and IV, and Weaver Borrowing Excursion I and would result in a balance due to the campaign committee of \$58,416.



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12/17/85 Letter to FEC  
Applying Oregon  
Usury Statues

Weaver Loan Excursions

Excursion II	\$42,340
Excursion IV	12,413

Weaver Borrowing Excursion

Excursion I	<u>(113,169)</u>
Balance	<u><u>\$(58,416)</u></u>

In view of Rep. Weaver's characterization of his campaign committee's loans to him as investments in him; i.e., "it was my money," we did not pursue the issue of co-mingling of funds. It is clear, however, that if the Committee accepts Rep. Weaver's December 17, 1985 scenario and his application of 14% interest, the balance due to the campaign committee by Rep. Weaver is de minimus (\$1,070). If it is the Committee's position that the relevant Oregon usury statutes are applicable, Rep. Weaver's December 17, 1985 scenario results in a balance due from him to his campaign committee of \$58,416. When these transactions are viewed in a chronological fashion, there was a point at which Rep. Weaver was not receiving his own funds, but was actually using campaign funds for his personal investment purposes. To our knowledge, these funds have not been returned nor paid to the campaign committee and, at this writing, would be outstanding obligations of Rep. Weaver.

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Finally, we are compelled to note that by netting amounts loaned to the committee by Rep. Weaver against amounts borrowed from the committee by Rep. Weaver, we do not presume to suggest that these amounts should be combined. We recognize that legal and/or ethical regulatory provisions may prohibit either or both types of transactions which are the subject of this report. Instead, we offer the concept of merger to facilitate the presentation of the relative financial postures of the parties.

#### Recommendation

In view of the results of our detailed analysis which have been fully described in the foregoing material, we respectfully recommend that the Committee reject Rep. Weaver's assertion that his campaign committee has been made whole and, instead, conclude that an outstanding balance of \$58,416 is presently due from Rep. Weaver to his campaign committee. We base this recommendation on our experience as accountants and on the documentation and related evidentiary material that has been assembled and reviewed during our investigation. We do not presume to render a legal conclusion or opinion on this matter.

It is clear that no contemporaneous loan documentation reflecting Rep. Weaver's loans to his campaign committee was prepared. It is also clear that neither an express nor implied interest rate was established at the time these loans were extended. The absence of these most basic loan requirements leads us to conclude that it is appropriate to apply the pertinent Oregon usury statutes to fill such documentary voids.

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We were not persuaded by Rep. Weaver's recitation of prevailing rates nor his testimony regarding the application of relevant usury statutes. Instead, we believe that the 14% rate applied to his loans to his campaign committee was retrospectively determined on or about December 17, 1985, with a compelling consideration being the amounts Rep. Weaver had borrowed from the committee.

In summary, it is our position that on December 17, 1985, an outstanding obligation existed between Rep. Weaver and his campaign committee. This obligation amounted to \$58,416 -- the amount by which his borrowings from his campaign committee (at 14% interest compounded quarterly) exceeded his loans to his campaign committee (at rates of interest pursuant to Oregon usury statutes). To our knowledge, the \$58,416 is an outstanding obligation of Rep. Weaver at this writing.

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We sincerely appreciate the opportunity to work with you on this important engagement. In the event you have any questions concerning the foregoing material or require further analysis, please do not hesitate to call Anatole G. Richman, CPA or Thomas R. Porter, CPA, Esq.

*Laventhol & Horwath*

## EXHIBIT 1

<u>Account name</u>	<u>Account number</u>	<u>Institution</u>	<u>Account type</u>	<u>Statements analyzed</u>	<u>Handwritten transaction registers unavailable</u>
James Weaver	894-6	Sergeant at Arms	Personal checking	01/75 - -2/86	
James H. Weaver	37-103-10-860	American Security Bank	Personal checking with others having signature authority	04/80 - 02/82 04/82 - 07/82	
James H. Weaver	081-0405-985	U.S. National Bank of Oregon	Business checking account	04/74 - 11/74 01/75 - 04/77 06/77 - 03/81 05/81 - 03/84 05/84 - 10/85	
James H. Weaver	081-0448-787	U.S. National Bank of Oregon	Personal checking	06/83	
James H. Weaver	120-12084	Peavey	Personal commodity account	01/82 - 09/82	06/79 - 12/82
James H. Weaver	124-12496	Peavey	Personal commodity account	10/82 - 05/83	12/82 - 05/83
James H. Weaver	121-12196	Peavey	Personal commodity account	05/83 - 12/83	05/83 - 12/83
James H. Weaver	480-48896	Peavey	Personal commodity account	02/84 - 05/84	12/83 - 06/84
James H. Weaver	480AA-48896	Peavey	Personal commodity account	06/84	06/84
James H. Weaver	480AB-48896	Wedbush, Noble, Cooke, Inc.	Personal commodity account	07/84 - 12/85	07/84 - -09/85
James H. Weaver	060-026514-210	Wedbush, Noble, Cooke, Inc.	Personal stock account	12/80 - 02/82	
Weaver for Congress Committee	104-0061-663	U.S. National Bank of Oregon	Campaign checking account	02/76 08/77 - 09/77 11/77 - 12/77 11/82 - 12/82 03/84 - 03/85 08/85 12/85 - 05/86	
Weaver for Congress Committee	060-377082-210	Wedbush, Noble, Cooke, Inc.	Campaign stock account	11/82 - 12/82	
Weaver Campaign Account*	120-12086	Peavey	Campaign commodity account**	08/81 - 06/82 11/82	06/81 - 11/82
Weaver Campaign Account*	124-12499	Peavey	Campaign commodity account**	11/82 - 12/82	11/82

\* Deposit register from 08/81 - 12/81 is available.

\*\* As styled by Rep. Weaver.

## EXHIBIT 2

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
01/20/75	2	CASH	\$200.00	01/16/75	\$1,224.60
02/01/75	1	SALLY WEAVER	1,000.00	02/03/75	2,189.43
02/07/75	8	CASH	200.00	03/03/75	2,320.63
02/20/75	14	J. MICHAEL FARLEY	500.00	04/01/75	2,312.83
02/28/75	18	BLANK PAYEE	200.00	04/16/75	490.72
03/01/75	9	SALLY WEAVER	1,000.00	04/28/75	428.31
03/01/75	9	SALLY WEAVER	1,000.00	05/01/75	2,312.83
03/15/75	29	BLANK PAYEE	332.74	05/01/75	483.31
03/29/75	42	SALLY WEAVER	1,000.00	06/02/75	2,351.33
04/30/75	40	CASH	200.00	06/02/75	493.31
05/05/75	NONE	SALLY WEAVER	1,000.00	06/17/75	498.73
05/20/75	50	CASH	100.00	07/01/75	2,351.33
05/25/75	53	SALLY WEAVER	1,175.00	07/28/75	100.00
06/01/75	52	UNITED AIRLINES	1,473.71	08/01/75	509.48
06/02/75	56	CASH	100.00	08/01/75	2,351.33
06/09/75	51	CASH	100.00	09/02/75	2,351.33
06/10/75	60	ALLISON WEAVER	55.35	09/24/75	505.88
06/23/75	68	CASH	100.00	10/01/75	2,351.33
07/01/75	64	SALLY WEAVER	800.00	10/01/75	509.11
07/24/75	78	CASH	200.00	10/20/75	300.00
07/26/75	77	SALLY WEAVER	800.00	11/03/75	2,447.19
07/29/75	79A	CASH	100.00	11/14/75	504.74
07/31/75	80	BLANK PAYEE	985.54	12/01/75	2,447.23
08/06/75	87	CASH	300.00	12/02/75	11,725.16
08/07/75	86	CASH	200.00	12/04/75	150.00
08/27/75	127	ALLISON WEAVER	15.00	12/16/75	525.46
09/05/75	90	AMERICAN EXPRESS	1,173.17	01/05/76	2,447.19
09/10/75	93	CASH	150.00	01/06/76	525.47
09/17/75	94	CASH	100.00	01/15/76	1,224.60
09/17/75	96	SALLY WEAVER	1,300.00	02/02/76	2,431.73
09/30/75	100	CASH	100.00	02/11/76	770.00
10/01/75	97	SALLY WEAVER	800.00	02/19/76	115.03
10/03/75	109	UNITED AIRLINES	907.59	03/01/76	2,431.73
10/07/75	130	CASH	100.00	03/10/76	528.86
10/21/75	114	CASH	100.00	03/17/76	530.87
10/25/75	117	CASH	300.00	03/23/76	1,000.00
10/30/75	118	SALLY WEAVER	800.00	04/01/76	2,431.73
10/31/75	119	CASH	100.00	04/05/76	300.00
11/17/75	126	SARAH WEAVER	15.00	05/03/76	2,431.73
11/28/75	136	JAMES WEAVER	2,000.00	05/17/76	1,000.00
12/06/75	141	UNITED AIRLINES	829.10	06/01/76	2,431.73
12/08/75	149	JAMES WEAVER	8,000.00	06/04/76	3,507.78
12/09/75	151	CASH	150.00	06/07/76	86.00
12/23/75	155A	CASH	300.00	07/01/76	2,431.73
01/06/76	158	CASH	200.00	07/21/76	593.00
01/06/76	159	SALLY WEAVER	750.00	08/02/76	2,431.73
01/17/76	169/166	BLANK PAYEE	150.00	08/02/76	1,600.17
01/23/76	NONE	COUNTER RECEIPT	100.00	09/01/76	2,431.73
01/30/76	172	CARIBE HILTON	471.45	09/16/76	593.00
02/02/76	LOAN PMT	N.B. OF WASHINGTON	2,000.00	10/01/76	2,431.73
02/02/76	173/174	BLANK PAYEE	100.00	10/01/76	590.80

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
02/14/76	178	AMERICAN EXPRESS	1,362.93	10/22/76	610.70
02/20/76	180/179	CASH	100.00	11/01/76	2,431.73
02/25/76	181A	COUNTER RECEIPT	200.00	12/01/76	2,431.73
03/01/76	LOAN PMT	N.B. OF WASHINGTON	2,000.00	01/03/77	2,431.73
03/18/76	193	CASH	50.00	01/05/77	311.30
03/20/76	199	AMERICAN EXPRESS	1,534.20	01/17/77	1,224.50
03/25/76	202	CASH	100.00	02/01/77	2,428.45
03/30/76	202A	COUNTER RECEIPT	50.00	02/02/77	1,163.21
04/01/76	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/14/77	647.28
04/02/76	213	COUNTER RECEIPT	50.00	03/01/77	2,428.45
04/09/76	208	CASH	50.00	03/17/77	611.70
05/03/76	LOAN PMT	N.B. OF WASHINGTON	2,000.00	04/01/77	220.00
05/17/76	226	CASH	200.00	04/01/77	3,020.47
05/01/76	LOAN PMT	N.B. WASHINGTON	2,000.00	04/19/77	252.70
06/04/76	223	AMERICAN EXPRESS	652.18	05/02/77	3,020.47
06/07/76	227	CASH	100.00	05/03/77	659.70
06/11/76	228	CASH	100.00	05/05/77	9,808.43
06/22/76	231	CASH	100.00	05/16/77	22.00
07/01/76	NONE	COUNTER RECEIPT	100.00	06/01/77	3,020.47
07/19/76	232	AMERICAN EXPRESS	1,366.00	06/09/77	2,000.00
07/21/76	238	CASH	200.00	06/15/77	662.10
07/22/76	239	COUNTER RECEIPT	100.00	06/15/77	45.00
08/05/76	246	CASH	100.00	06/16/77	769.20
08/26/76	254	COUNTER RECEIPT	100.00	07/01/77	3,033.57
08/29/76	247	AMERICAN EXPRESS	1,215.30	07/11/77	10,000.00
09/20/76	260	CASH	100.00	07/14/77	52.30
11/02/76	273	JAMES WEAVER	6,000.00	07/20/77	659.70
11/10/76	274	JAMES WEAVER	1,500.00	07/28/77	46.48
12/06/76	279	CASH	100.00	08/01/77	3,033.57
12/13/76	276	COUNTER RECEIPT	300.00	09/01/77	3,033.57
01/03/77	280	SO. CAPITAL SHORES	550.00	09/14/77	10,000.00
01/10/77	286	INAUGURAL PARADE	50.00	09/15/77	338.30
01/10/77	287	INAUGURAL PARTY	50.00	09/26/77	11,784.33
01/10/77	296	AMERICAN EXPRESS	495.45	10/03/77	3,033.57
01/11/77	285	CASH	200.00	10/04/77	788.80
01/11/77	299	INAUGURAL PARADE	50.00	10/13/77	500.00
01/11/77	298	INAUGURAL PARTY	100.00	10/18/77	1,030.00
01/12/77	294/300	ALLISON WEAVER	65.00	10/21/77	681.70
01/17/77	301	JAMES SELLECK	50.00	11/01/77	3,033.57
01/19/77	303/304	CASH	200.00	11/01/77	3,853.59
01/26/77	307	CASH	100.00	11/02/77	75.40
01/28/77	308	SALLY WEAVER	98.65	11/10/77	548.97
01/30/77	314	SO. CAPITAL SHORES	550.00	11/17/77	5,000.00
02/09/77	317/332	CASH	200.00	11/28/77	627.00
02/22/77	320	CASH	150.00	12/01/77	3,033.61
03/02/77	325	AMERICAN EXPRESS	742.76	12/06/77	1,000.00
03/02/77	324	CASH	200.00	12/15/77	717.00
03/12/77	335	SO. CAPITAL SHORES	550.00	12/28/77	1,000.00
03/14/77	340	AMERICAN EXPRESS	263.84	01/03/78	3,033.57
03/15/77	344	CASH	100.00	01/09/78	380.00
03/21/77	353	NINA LOVINGER	62.50	01/11/78	1,100.40

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
03/25/77	348	CASH	100.00	01/30/78	1,224.60
03/28/77	356	CASH	100.00	02/01/78	3,000.00
04/04/77	359	SO. CAPITAL SHORES	550.00	02/01/78	3,022.87
04/05/77	362	CASH	200.00	02/07/78	369.34
04/07/77	364	ADAM KLOCEH	88.75	02/08/78	66.85
04/08/77	365	NANCY SHOWALTER	200.00	03/01/78	3,022.87
04/09/77	365	JERRY PROCHAZKA	150.00	03/01/78	678.50
04/15/77	367	OREGON DEPT REVENUE	1,008.00	03/09/78	723.54
04/18/77	369	CHARLES WRIGHT DMD	300.00	03/17/78	2,000.00
04/18/77	369/368	SARAH ST. FRANCIS	1,500.00	04/01/78	3,022.87
04/23/77	374	AMERICAN EXPRESS	793.23	04/04/78	9,737.88
04/23/77	375	SO. CAPITAL SHORES	550.00	04/04/78	1,115.69
04/23/77	396	SALLY WEAVER	1,000.00	04/13/78	161.81
04/26/77	372/378	CASH	150.00	04/19/78	632.20
05/04/77	379A	CASH	100.00	05/01/78	3,022.87
05/06/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	05/15/78	483.72
05/06/77	380/379	CASH	300.00	05/23/78	833.00
05/10/77	382/380	KIPNIS	10,000.00	06/01/78	3,852.71
05/22/77	386	AMERICAN EXPRESS	481.31	06/01/78	3,022.87
05/22/77	388	SO. CAPITAL SHORES	550.00	06/01/78	7,000.00
05/23/77	389	CASH	200.00	06/13/78	2,783.00
05/26/77	385	SALLY WEAVER	1,000.00	06/20/78	3,925.00
05/26/77	383/392	JERRY PROCHAZKA	136.00	07/03/78	1,919.78
06/04/77	399	AMERICAN EXPRESS	114.78	07/03/78	3,022.87
06/04/77	398	UNITED AIRLINES	966.57	07/11/78	55.74
06/04/77	397	COMMODITY RESEARCH	142.00	07/20/78	628.80
06/06/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	07/21/78	456.00
06/08/77	399A	COUNTER RECEIPT	200.00	07/27/78	170.00
06/15/77	399B	COUNTER RECEIPT	100.00	08/01/78	8,858.00
06/24/77	405	SALLY WEAVER	1,150.00	08/01/78	3,022.98
06/24/77	407	COUNTER RECEIPT	150.00	08/03/78	640.88
06/25/77	409	AMERICAN EXPRESS	368.07	09/01/78	3,022.99
07/02/77	414	CASH	200.00	09/07/78	6,500.00
07/02/77	413	CASH	300.00	09/11/78	20,000.00
07/02/77	412	CASH	300.00	09/12/78	114.85
07/03/77	343/438	CASH	200.00	09/13/78	743.40
07/11/77	NONE	COUNTER RECEIPT	100.00	09/26/78	6.20
07/11/77	416	L & L MARKET	100.00	09/29/78	362.79
07/13/77	442	AUGUSTA TOWNHOUSES	662.50	10/02/78	3,038.16
07/14/77	419	CASH	100.00	10/05/78	642.33
07/15/77	420	SARAH WEAVER	1,800.00	10/23/78	10,000.00
07/20/77	423	CASH	150.00	11/01/78	3,038.16
07/24/77	425	SO. CAPITAL SHORES	550.00	11/13/78	685.24
07/24/77	426	UNITED AIRLINES	638.00	11/29/78	10,062.00
07/24/77	408	SO. CAPITAL SHORES	550.00	12/01/78	3,038.20
07/24/77	431	C & P	116.75	12/18/78	6,500.00
07/24/77	424	SALLY WEAVER	1,150.00	01/02/79	3,038.16
07/27/77	435/433	CASH	120.00	01/10/79	11,566.30
07/28/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	01/19/79	739.97
07/29/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	01/22/79	1,224.60
07/29/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	01/29/79	20.00



SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
07/31/77	436	C & P	45.52	01/30/79	5,280.00
08/04/77	439	SARAH WEAVER	100.00	02/01/79	3,071.09
08/05/77	439	UNITED AIRLINES	746.05	02/05/79	77.00
09/01/77	447	SALLY WEAVER	1,150.00	02/06/79	1,898.16
09/07/77	449A	CASH	110.00	02/06/79	2,800.00
09/08/77	450/449	WEAVER 76	1,000.00	02/14/79	1,400.00
09/10/77	451	SIDNEY LEIKEN	10,000.00	02/23/79	24,850.00
09/13/77	452/450	CASH	200.00	03/01/79	3,073.10
09/14/77	451	SO. CAPITAL SHORE	550.00	03/02/79	90.00
09/19/77	453	REGAN WEAVER	150.00	03/05/79	14.00
09/19/77	454	ALLISON WEAVER	150.00	03/22/79	640.00
09/22/77	456	KIPNIS	11,000.00	03/28/79	41.00
09/25/77	458	UNITED AIRLINES	319.00	04/02/79	3,071.10
09/28/77	464	REGAN WEAVER	45.00	04/25/79	3,832.57
09/28/77	467	CASH	100.00	04/25/79	175.00
09/28/77	465	REGAN WEAVER	50.00	05/01/79	3,071.10
09/30/77	466	C & P	126.94	05/01/79	1,894.14
09/30/77	469	CASH	150.00	05/09/79	382.00
09/30/77	468	C & P	53.05	05/15/79	274.55
10/01/77	470	SALLY WEAVER	1,150.00	05/21/79	4,037.00
10/03/77	474/473	SO. CAPITAL SHORES	550.00	05/24/79	500.00
10/03/77	473/472	AMERICAN EXPRESS	540.02	06/01/79	3,071.09
10/03/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	06/05/79	4,379.36
10/12/77	475/480	CASH	150.00	06/13/79	10,000.00
10/16/77	476	UNITED AIRLINES	442.78	07/02/79	3,071.10
10/16/77	478	C & P	126.52	07/13/79	221.40
10/19/77	479/781	CASH	150.00	07/19/79	90.00
10/25/77	482A	CASH	100.00	07/24/79	25,000.00
10/29/77	483	ALLISON WEAVER	50.00	07/27/79	53.00
10/29/77	488	AMERICAN EXPRESS	369.23	08/01/79	3,071.10
10/29/77	484	SO. CAPITAL SHORES	550.00	08/01/79	939.53
10/29/77	482	SALLY WEAVER	1,150.00	08/24/79	8,000.00
11/01/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	08/30/79	2,000.00
11/01/77	488A	CASH	200.00	09/04/79	3,071.09
11/01/77	LOAN PMT	N.B. OF WASHINGTON	2,000.00	09/05/79	500.00
11/01/77	487A	UNITED AIRLINES	370.00	09/11/79	7,711.87
11/02/77	489	SHERRY NETHERLAND	200.30	09/17/79	505.00
11/06/77	485	REGAN WEAVER	50.00	09/18/79	35.00
11/12/77	491	MARY BROOKS	100.00	10/01/79	3,071.10
11/15/77	496	CASH	300.00	10/01/79	1,899.70
11/15/77	494	KIPNIS	7,000.00	10/10/79	1,183.13
11/20/77	493	REGAN WEAVER	175.00	10/12/79	104.09
11/25/77	498/497	CASH	300.00	10/19/79	275.23
11/28/77	497	JAMES WEAVER BUS ACCT	490.00	10/23/79	5,000.00
11/28/77	499	SO. CAPITAL SHORES	550.00	10/24/79	427.00
11/28/77	498	SALLY WEAVER	1,150.00	10/31/79	9,500.00
12/04/77	305	AMERICAN EXPRESS	319.00	11/01/79	67.45
12/04/77	502	CONSOLIDATED RESEARCH	142.00	11/01/79	3,214.39
12/20/77	507/510	CASH	300.00	11/05/79	1,882.96
01/01/78	506A	SALLY WEAVER	1,150.00	11/07/79	15,000.00
01/01/78	513	SO. CAPITAL SHORES	550.00	11/16/79	18,000.00

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
01/01/78	508	REGAN WEAVER	175.00	12/03/79	3,214.38
01/03/78	LOAN PMT	N. B. OF WASHINGTON	2000.00	12/17/79	14,000.00
01/21/78	515	ENDORSED BY L&L MARKET	100.00	12/18/79	15,000.00
01/23/78	515/516	CASH	200.00	12/26/79	465.95
01/26/78	517	SALLY WEAVER	1,150.00	01/02/80	3,214.38
01/26/78	518	REGAN WEAVER	175.00	01/14/80	9,000.00
01/28/78	529	UNITED AIRLINES	276.14	01/17/80	1,224.60
01/28/78	533	SO. CAPITAL SHORES	550.00	01/23/80	12.25
01/28/78	527	AMERICAN EXPRESS	1,644.99	02/01/80	3,208.25
01/28/78	520	STEVEN J.	53.50	02/06/80	500.00
01/30/78	534	C&P	254.68	02/07/80	5,000.00
01/31/78	538/535	CASH	100.00	02/11/80	849.47
02/01/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/15/80	87.90
02/07/78	537	REGAN WEAVER	25.00	02/20/80	5,700.14
02/07/78	536	CASH	100.00	02/29/80	10,000.00
02/15/78	538	COUNTER RECEIPT	150.00	03/03/80	3,208.24
02/20/78	543	UNITED AIRLINES	700.00	03/19/80	500.00
02/24/78	549/557	CASH	200.00	03/20/80	8.45
02/25/78	547	R.WEAVER & UC DAVIS	228.50	03/25/80	100.00
02/25/78	546	REGAN WEAVER	175.00	03/28/80	5,518.35
02/25/78	545	SALLY WEAVER	1,150.00	04/01/80	686.46
02/28/78	548	CASH	100.00	04/01/80	3,208.24
03/01/78	LOAN PMT	N.B.. OF WASHINGTON	2,000.00	04/14/80	12,000.00
03/07/78	551	CASH	150.00	04/23/80	48.55
03/10/78	554	SO. CAPITAL SHORES	550.00	04/25/80	104.18
03/15/78	553/555	CASH	150.00	04/28/80	25,000.00
03/18/78	563	AMERICAN EXPRESS	825.28	04/29/80	30,000.00
03/18/78	558	STEVEN J.	34.00	05/01/80	3,208.25
03/18/78	NONE	UNITED AIRLINES	101.93	05/06/80	389.02
03/20/78	560/567	CASH	200.00	05/06/80	128.08
03/30/78	557	SALLY WEAVER	1,150.00	06/02/80	11,520.62
03/30/78	565	REGAN WEAVER	280.00	06/02/80	3,208.24
03/31/78	566/554	KIPNIS	6,000.00	06/05/80	80.00
04/02/78	574	JAMES WEAVER BUS ACCT	1,215.69	06/12/80	17,000.00
04/02/78	573	C & P	15.34	06/25/80	15.35
04/02/78	570	C & P	12.69	07/01/80	3,208.24
04/02/78	575	SO. CAPITAL SHORES	550.00	07/16/80	2,000.00
04/03/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	07/22/80	10,000.00
04/05/78	576	CASH	500.00	07/22/80	5,688.00
04/05/78	568/578	CASH	500.00	07/29/80	243.44
04/13/78	NONE	COUNTER RECEIPT	200.00	08/01/80	3,208.25
04/15/78	578/579	AMTRAK	51.00	08/08/80	400.00
04/16/78	577/580	AMTRAK	51.00	08/13/80	600.00
04/23/78	583	UNITED AIRLINES	693.00	08/25/80	500.00
04/23/78	587	SALLY WEAVER	1,150.00	09/02/80	3,208.24
04/26/78	588	REGAN WEAVER	200.00	09/18/80	5,000.00
05/01/78	LOAN PMT	N. B. OF WASHINGTON	2,000.00	09/24/80	3,500.00
05/09/78	592	SO. CAPITAL SHORES	550.00	10/01/80	3,208.24
05/09/78	591	CASH	150.00	10/29/80	300.00
05/19/78	589/593	CASH	150.00	11/03/80	3,208.25
05/24/78	594/614	CASH	150.00	11/18/80	3,935.00

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
05/27/78	595/597	REGAN WEAVER	200.00	12/01/80	3,208.23
05/30/78	596	SALLY WEAVER	1,150.00	01/02/81	3,208.24
05/30/78	608	ALLISON WEAVER	100.00	01/05/81	2,500.00
05/30/78	594	AMERICAN EXPRESS	358.72	01/27/81	250.00
05/30/78	607	ALLISON WEAVER	150.00	02/02/81	3,200.33
05/30/78	603	C & P	46.18	02/02/81	12,682.84
05/30/78	605	JAMES WEAVER BUS ACCT	483.72	02/09/81	200.00
05/30/78	604	KIPNIS	9,500.00	02/11/81	5,000.00
05/30/78	606	ALLISON WEAVER	250.00	02/17/81	4,292.10
06/01/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/27/81	3,100.00
06/06/78	611	COUNTER RECEIPT	150.00	03/02/81	3,200.32
06/12/78	622	SO. CAPITAL SHORES	550.00	03/03/81	612.20
06/12/78	618	COMMODITY RESEARCH	142.00	03/23/81	101.00
06/12/78	612	UNITED AIRLINES	2,124.95	04/01/81	3,200.32
06/12/78	615	C & P	46.13	05/01/81	3,203.03
06/12/78	615/623	CASH	100.00	05/05/81	6,227.88
06/14/78	624	CASH	200.00	06/01/81	3,203.02
06/19/78	625	KIPNIS	5,000.00	07/01/81	2,045.02
06/28/78	630	CASH	300.00	07/01/81	2,073.20
06/29/78	632/631	BLANK PAYEE	300.00	07/01/81	3,203.02
07/01/78	629	SALLY WEAVER	1,150.00	08/03/81	2,049.16
07/03/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	08/03/81	3,203.03
07/24/78	634	KIPNIS	5,000.00	09/03/81	3,203.02
07/28/78	649	COUNTER RECEIPT	150.00	09/08/81	12,000.00
08/01/78	642/637	SALLY WEAVER	1,150.00	09/15/81	9,900.00
09/01/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	09/15/81	2,062.42
08/04/78	650	COUNTER RECEIPT	150.00	09/23/81	10,000.00
08/11/78	658	CASH	100.00	09/30/81	10,000.00
08/26/78	662/654	BLANK PAYEE	200.00	10/01/81	3,203.02
09/01/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	10/01/81	5,000.00
09/01/78	655	JAMES WEAVER	2,000.00	10/02/81	2,049.99
09/01/78	656	JAMES WEAVER	5,000.00	10/15/81	2,000.00
09/05/78	654	AMERICAN EXPRESS	1,045.13	10/22/81	1,101.11
09/05/78	671	REGAN WEAVER	100.00	10/27/81	5,500.00
09/05/78	660	SO. CAPITAL SHORES	1,100.00	11/02/81	3,243.96
09/08/78	611/673	CASH	200.00	11/02/81	2,049.16
09/11/78	674	COUNTER RECEIPT	100.00	12/01/81	3,243.94
09/12/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	12/01/81	2,049.16
09/12/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	12/08/81	28,000.00
09/12/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	12/15/81	2,000.00
09/12/78	LOAN PMT	N.B. OF WASHINGTON	2,000.00	12/21/81	1,000.00
09/15/78	676	CASH	100.00	12/22/81	1,000.00
09/19/78	718/678	CASH	200.00	01/04/82	3,243.95
09/23/78	770/680	SALLY WEAVER	1,592.00	01/04/82	2,052.48
09/25/78	761	CASH	100.00	01/20/82	612.20
09/27/78	683	KIPNIS	7,000.00	01/21/82	7,850.00
09/28/78	697/684	CASH	150.00	02/01/82	3,219.60
09/30/78	602	REGAN WEAVER	300.00	02/12/82	612.20
10/04/78	788/713	CASH	100.00	02/16/82	16,000.00
10/12/78	687	COUNTER RECEIPT	150.00	03/01/82	3,219.59
10/17/78	792/695	KIPNIS	8,000.00	03/02/82	2,073.20

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
10/17/78	793/696	KIPNIS	5,000.00	03/10/82	4,000.00
10/28/78	699	REGAN WEAVER	240.00	03/19/82	15,159.00
10/28/78	698	SALLY WEAVER	1,150.00	04/01/82	3,219.59
11/13/78	709	CASH	500.00	05/03/82	3,219.60
11/27/78	720	SARAH WEAVER	50.00	05/04/82	951.00
11/28/78	719	CASH	300.00	05/25/82	2,117.95
12/01/78	722	MERRILL LYNCH	5,000.00	05/27/82	4,163.80
12/01/78	717	SALLY WEAVER	1,150.00	06/01/82	3,219.59
12/04/78	724	CASH	300.00	06/17/82	2,061.60
12/07/78	731	PACIFIC FUND FEDERAL	1,000.00	07/01/82	3,219.59
12/07/78	730	WEAVER FOR CONGRESS	100.00	07/30/82	23,500.00
12/07/78	732	CASH	400.00	08/02/82	3,277.69
12/07/78	730	WEAVER FOR CONGRESS	100.00	08/01/82	3,277.68
12/12/78	735	MERRILL LYNCH	3,800.00	08/10/82	2,104.69
12/28/78	739	JERRY PROCHAZKA	300.00	09/17/82	3,000.00
12/30/78	738	REGAN WEAVER	240.00	10/01/82	3,277.68
12/31/78	735/739	KIPNIS	6,000.00	10/06/82	5,000.00
01/01/79	738/737	SALLY WEAVER	1,150.00	11/01/82	3,277.69
01/06/79	740	JAMES WEAVER	800.00	11/08/82	600.00
01/08/79	742/743	SO. CAPITOL SHORES	550.00	11/19/82	1,355.90
01/08/79	743	SO. CAPITOL SHORES	550.00	12/01/82	4,000.00
01/10/79	750	KIPNIS	5,000.00	12/01/82	3,277.67
01/10/79	749	MERRILL LYNCH	2,500.00	12/10/82	4,000.00
01/15/79	756	BLANK PAYEE	1,173.13	12/15/82	597.00
01/16/79	750/759	JOHN BUNTA	1,200.00	12/17/82	612.20
01/16/79	759/760	BLANK PAYEE	90.00	01/03/83	3,384.51
01/22/79	762/761	CASH	100.00	01/04/83	77.75
01/26/79	763/764	CASH	200.00	01/06/83	495.84
01/27/79	766	REGAN WEAVER	240.00	01/11/83	200.00
01/27/79	765	SALLY WEAVER	1,150.00	02/01/83	3,665.21
01/29/79	769	WEAVER FOR CONGRESS	200.00	02/03/83	612.20
01/30/79	768/767	JAMES WEAVER BUS ACCT	7,500.00	02/17/83	6,000.00
02/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/22/83	100.00
02/02/79	771	SO. CAPITOL SHORES	550.00	02/28/83	1,527.00
02/02/79	772	CASH	150.00	03/01/83	3,665.20
02/03/79	774	AMERICAN EXPRESS	2,851.93	03/10/83	150.00
02/16/79	780/775	JAMES WEAVER	2,000.00	03/17/83	792.32
02/20/79	783/780	KIPNIS	10,000.00	03/24/83	115.00
02/22/79	781	REGAN WEAVER	240.00	03/25/83	300.00
02/22/79	779	MERRILL LYNCH	127.00	03/29/83	2,300.00
02/22/79	777	JAMES WEAVER BUS ACCT	77.00	04/04/83	3,665.20
02/22/79	778	JAMES WEAVER	1,200.00	04/13/83	452.00
03/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	04/13/83	1,182.06
03/02/79	783	CASH	100.00	04/20/83	350.00
03/09/79	785	BLANK PAYEE	142.30	05/02/83	3,665.21
03/11/79	794	REGAN WEAVER	229.50	05/12/83	347.25
03/15/79	792	CASH	200.00	05/17/83	610.38
03/25/79	800	SALLY WEAVER	1,150.00	05/18/83	2,600.00
03/26/79	802	JAMES WEAVER	1,400.00	05/24/83	35.35
03/28/79	802	U.S. TREASURY	500.00	05/26/83	100.00
03/29/79	793	SO. CAPITAL SHORES	550.00	06/01/83	3,665.20

SERGEANT AT ARMS ACCT. # 894-E

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
04/01/79	795	REGAN WEAVER	240.00	06/06/83	6,937.00
04/02/79	LOAN PMT	N. B. OF WASHINGTON	2,000.00	06/07/83	200.00
04/03/79	806	KIPNIS	6,000.00	06/09/83	1,087.30
04/07/79	809	UNITED AIRLINES	542.00	06/15/83	138.95
04/07/79	807	SO. CAPITOL SHORES	550.00	06/17/83	142.40
04/09/79	813	CASH	300.00	07/01/83	3,724.81
04/23/79	814	JAMES WEAVER BUS ACCT	4,000.00	07/12/83	3,000.00
04/24/79	818	CASH	150.00	07/13/83	276.31
05/01/79	815	SALLY WEAVER	1,195.00	08/04/83	1,539.15
05/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	08/04/83	416.05
05/01/79	820	SO. CAPITOL SHORES	550.00	08/13/83	3,834.45
05/01/79	816	REGAN WEAVER	240.00	08/15/83	144.77
05/02/79	827	CASH	200.00	08/17/83	18.00
05/08/79	822	CASH	100.00	08/25/83	560.59
05/15/79	814	PEAVEY	2,125.00	09/01/83	3,834.45
05/17/79	815/816	CASH	200.00	09/07/83	2,000.00
05/18/79	815	SARAH WEAVER	50.00	09/19/83	500.00
05/18/79	817	PEAVEY	1,125.00	09/22/83	1,026.14
05/20/79	820	PEAVEY	1,375.00	09/26/83	884.28
05/23/79	822	CASH	1,000.00	09/28/83	804.00
05/28/79	823	REGAN WEAVER	350.00	10/03/83	3,834.45
06/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	10/19/83	30.91
06/01/79	822	SALLY WEAVER	1,150.00	10/21/83	654.00
06/04/79	830	AMERICAN EXPRESS	1,192.65	10/26/83	1,030.26
06/04/79	831	SO. CAPITOL SHORES	550.00	11/01/83	3,834.45
06/06/79	833	CASH	200.00	11/14/83	2,408.42
06/08/79	827A	CASH	100.00	11/15/83	1,420.03
06/12/79	835	CASH	200.00	11/29/83	600.00
06/16/79	842	PACIFIC FUND FEDERAL	1,100.00	12/01/83	3,834.45
06/20/79	844	CASH	300.00	12/06/83	3,000.00
06/20/79	843	SALLY WEAVER	35.00	12/07/83	5,000.00
06/22/79	845	U. S. TREASURY	400.00	12/20/83	577.74
06/27/79	890	CASH	100.00	12/21/83	4,000.00
06/27/79	849	CASH	300.00	01/03/84	3,444.73
06/27/79	851	LEE COLMAN ALLEN	575.00	01/24/84	6.35
06/27/79	852	SALLY WEAVER	1,150.00	01/30/84	300.00
06/29/79	852A	CASH	100.00	02/01/84	4,016.11
07/02/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/02/84	500.00
07/06/79	854	SO. CAPITOL SHORES	550.00	02/03/84	612.20
07/09/79	853	U. S. TREASURY	3,578.65	02/07/84	40,851.71
07/18/79	857	CASH	200.00	02/07/84	612.20
07/20/79	851	CASH	200.00	03/01/84	3,937.88
07/22/79	862	SO. CAPITAL SHORES	550.00	03/01/84	4,222.26
07/22/79	866	OREGON DEPT REVENUE	215.25	03/28/84	1,212.19
07/22/79	893	REGAN WEAVER	300.00	04/02/84	3,837.88
07/22/79	860	U. S. NATIONAL BANK	8,000.00	04/09/84	1,496.89
07/22/79	863	SALLY WEAVER	1,150.00	04/26/84	2,247.72
07/24/79	867	PEAVEY	8,000.00	05/01/84	4,011.22
07/31/79	872	AMERICAN EXPRESS	1,204.87	05/25/84	4,000.00
07/31/79	870	CASH	300.00	06/01/84	3,962.69
08/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	06/05/84	50,000.00

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
08/02/79	877	JAMES WEAVER	4,150.00	06/07/84	1,140.03
08/06/79	879	JAMES WEAVER	2,000.00	06/20/84	4,000.00
08/08/79	881	PEAVEY	2,000.00	06/29/84	886.40
08/13/79	882	SALLY WEAVER	156.00	07/02/84	3,711.91
08/20/79	886	PEAVEY	8,000.00	08/01/84	3,828.04
08/21/79	887	PEAVEY	2,000.00	08/08/84	750.00
08/21/79	884/892	PEAVEY	4,000.00	09/04/84	3,828.04
08/31/79	889	PEAVEY	2,100.00	09/07/84	2,275.15
08/31/79	883	SALLY WEAVER	1,000.00	09/11/84	559.25
09/04/79	LOAN PMT	N.B. OF WASHINGTON	2000.00	09/18/84	5,200.00
09/11/79	891	CASH	150.00	09/21/84	11.39
09/15/79	898/911	UNITED AIRLINES	283.00	09/26/84	186.18
09/15/79	894	SO. CAPITAL SHORES	550.00	10/01/84	3,828.04
09/21/79	906	CASH	200.00	10/03/84	538.00
09/25/79	909/913	CASH	200.00	10/05/84	224.34
09/28/79	908	JERRY HARRIS	60.00	11/01/84	3,828.04
10/01/79	909	SALLY WEAVER	1,000.00	11/05/84	533.00
10/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	11/13/84	7.50
10/01/79	910	SALLY WEAVER	2,000.00	11/21/84	44.18
10/15/79	915	SO. CAPITAL SHORES	550.00	12/03/84	3,828.04
10/16/79	920	PEAVEY	5,000.00	01/02/85	3,430.80
10/16/79	919	PEAVEY	9,500.00	01/03/85	162.72
10/17/79	914	COUNTER RECEIPT	200.00	01/04/85	230.00
10/21/79	922	COUNTER RECEIPT	200.00	01/09/85	303.63
10/26/79	924	MARILYN LANE	10,000.00	01/10/85	612.20
10/26/79	925	SALLY WEAVER	1,000.00	01/24/85	18.60
10/26/79	923	SALLY WEAVER	5,000.00	01/29/85	997.17
11/01/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	02/01/85	3,516.94
11/03/79	932/926	UNITED AIRLINES	312.00	02/05/85	1,700.00
11/05/79	931	PEAVEY	9,000.00	02/05/85	612.20
11/05/79	930	PEAVEY	9,000.00	02/13/85	133.31
11/05/79	932/931	PEAVEY	9,000.00	03/01/85	3,379.94
11/06/79	933	CASH	200.00	03/06/85	2,200.00
11/07/79	936	SO. CAPITAL SHORES	550.00	03/12/85	8,897.15
11/09/79	935/937	CASH	100.00	04/01/85	3,379.94
11/10/79	938	SALLY WEAVER	1,000.00	04/18/85	51.00
11/21/79	942/943	CASH	100.00	05/01/85	3,379.94
11/26/79	945/948	CASH	150.00	05/14/85	226.80
12/01/79	945/946	SALLY WEAVER	1,000.00	05/16/85	115.00
12/03/79	LOAN PMT	N.B. OF WASHINGTON	2,000.00	05/23/85	100.05
12/05/79	947	SO. CAPITAL SHORES	550.00	05/30/85	2,190.63
12/07/79	948/949	CASH	150.00	06/03/85	3,379.93
12/09/79	950	AMERICAN EXPRESS	1,173.93	06/04/85	625.00
12/09/79	958	UNITED AIRLINES	679.44	06/13/85	39.00
12/16/79	929	MARILYN LANE	10,000.00	07/01/85	3,661.94
12/18/79	928	SALLY WEAVER	5,000.00	07/11/85	38.74
12/20/79	965	COUNTER RECEIPT	1,500.00	07/12/85	32.00
12/22/79	965/966	CASH	500.00	07/16/85	194.00
12/28/79	967	PEAVEY	800.00	07/24/85	209.00
01/01/80	964	SO. CAPITAL SHORES	550.00	08/01/85	4,384.15
01/02/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00	08/02/85	22.65

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
01/08/80	968	PEAVEY	8,000.00	08/23/85	163.91
01/14/80	969	ALLISON WEAVER	50.00	09/03/85	4,387.59
01/19/80	974	UNITED AIRLINES	758.50	09/10/85	19.55
01/20/80	973	SALLY WEAVER	1,000.00	09/16/85	108.35
01/27/80	976	SARAH WEAVER	201.21	09/19/85	114.00
01/28/80	982	CASH	100.00	10/01/85	4,387.59
02/01/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00	10/02/85	13.64
02/01/80	985	CASH	150.00	11/01/85	4,387.59
02/01/80	982A	U.S. TREASURY	500.00	11/19/85	234.40
02/04/80	984A	COUNTER RECEIPT	100.00	12/02/85	4,387.59
02/05/80	983	SO. CAPITAL SHORES	550.00	01/02/86	3,968.04
02/08/80	985	CASH	200.00	01/08/86	612.20
02/09/80	986	UNITED AIRLINES	851.00	01/17/86	39.00
02/09/80	988	SARAH WEAVER	88.73	01/23/86	3,031.00
02/12/80	988	PEAVEY	9,000.00	01/28/86	288.00
02/14/80	989	COUNTER RECEIPT	150.00	02/03/86	3,973.91
02/22/80	991	CASH	200.00	02/07/86	612.20
02/23/80	991	PEAVEY	3,154.28	02/21/86	106.70
02/25/80	992	SALLY WEAVER	1,000.00	02/26/86	104.35
02/25/80	993	PEAVEY	5,000.00	03/03/86	3,378.91
02/25/80	995	MARILYN LANE	5,000.00		
02/25/80	992	PEAVEY	5,000.00		
02/25/80	994	SALLY WEAVER	5,000.00		
02/28/80	996	COUNTER RECEIPT	100.00		
03/03/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
03/10/80	1000	CASH	150.00		
03/14/80	1001	CASH	150.00		
03/14/80	1002	SO. CAPITAL SHORES	550.00		
03/18/80	1020	CASH	150.00		
03/22/80	1009	JAMES WEAVER	1,000.00		
03/22/80	1008	JAMES WEAVER	100.00		
03/22/80	1011	SALLY WEAVER	1,471.25		
03/22/80	1010	SALLY WEAVER	1,000.00		
03/25/80	1012	CASH	100.00		
03/27/80	1014	TERRIE O'BRIEN	433.76		
03/27/80	1013	TERRIE O'BRIEN	586.84		
03/28/80	1015	CASH	400.00		
03/28/80	1016	CASH	300.00		
03/31/80	1027	CASH	100.00		
04/01/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
04/02/80	1018	CASH	1,200.00		
04/02/80	1017	TERRIE O'BRIEN	637.21		
04/14/80	1022	ALLISON WEAVER	50.00		
04/16/80	1024	CASH	200.00		
04/17/80	1026	MERRILL LYNCH	5,000.00		
04/18/80	1029	COUNTER RECEIPTS	200.00		
04/22/80	1023	COUNTER RECEIPTS	100.00		
04/25/80	1028	CASH	200.00		
04/28/80	1027/1030	SARAH WEAVER	255.00		
04/28/80	1032	JAMES WEAVER	2,500.00		
05/01/80	1034	SALLY WEAVER	1,000.00		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
05/01/80	LOAN PMT	N. B. WASHINGTON	2,000.00		
05/05/80	1036	CASH	200.00		
05/06/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
05/06/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
05/06/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
05/12/80	1040	PEAVEY	25,000.00		
05/15/80	1039	CASH	200.00		
05/19/80	1042	MERRILL LYNCH	3,500.00		
05/22/80	1044	CASH	200.00		
06/01/80	1046	SALLY WEAVER	1,000.00		
06/04/80	1049	CASH	200.00		
06/05/80	1047	MARILYN LANE	18,000.00		
06/06/80	1048	SARAH WEAVER	1,682.71		
06/06/80	1050	TERRIE O'BRIEN	2,644.85		
06/09/80	1051	MERRILL LYNCH	15,000.00		
06/10/80	1053	CASH	200.00		
06/13/80	1052	CASH	200.00		
06/21/80	1055	ALLISON WEAVER	125.00		
06/25/80	1058	CASH	200.00		
07/01/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
07/01/80	1059	SALLY WEAVER	1,000.00		
07/05/80	1063	OREGON TYPE	1,100.00		
07/11/80	1065	BARBARA KENNEDY	1,000.00		
07/21/80	1067	CASH	400.00		
07/25/80	1068	CASH	200.00		
07/28/80	1069	SALLY WEAVER	1,000.00		
07/28/80	1073	JAMES WEAVER	1,400.00		
07/29/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
07/29/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
07/29/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
07/29/80	LOAN PMT	N.B. OF WASHINGTON	2,000.00		
08/03/80	1074	LENORE CUMMINS	1,000.00		
08/04/80	1072	JAMES WEAVER BUS ACCT	5,000.00		
08/04/80	1076	JAMES WEAVER BUS ACCT	2,000.00		
08/11/80	1078	SARAH WEAVER	39.00		
08/27/80	1081	CASH	200.00		
09/01/80	1083	SALLY WEAVER	1,000.00		
09/03/80	1084	COUNTER RECEIPT	200.00		
09/08/80	1088A	CASH	200.00		
09/14/80	1086	SARAH WEAVER	60.00		
09/17/80	1087	COUNTER RECEIPT	100.00		
09/20/80	1088	ALLISON WEAVER	1,000.00		
09/20/80	1089	JAMES WEAVER BUS ACCT	2,000.00		
09/25/80	1091	CASH	150.00		
10/01/80	1092	CASH	300.00		
10/02/80	1097	JAMES WEAVER	2,000.00		
10/04/80	1095	SALLY WEAVER	1,000.00		
10/07/80	1094	U. S. TREASURY	5,000.00		
10/08/80	1096	SARAH WEAVER	231.75		
10/10/80	1098	CASH	200.00		



SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
10/20/80	1099	JAMES WEAVER BUS ACCT	1,500.00		
10/27/80	1100	SALLY WEAVER	1,000.00		
11/03/80	1101	SARAH WEAVER	100.00		
11/05/80	1102	SARAH WEAVER	416.00		
11/05/80	1104	MGM GRAND, RENO	1,000.00		
11/06/80	1103	UNITED AIRLINES	628.00		
11/10/80	1104	COUNTER RECEIPT	200.00		
11/14/80	1106	CASH	100.00		
11/19/80	1108	CASH	300.00		
11/21/80	1109	CASH	300.00		
11/24/80	1111	SALLY WEAVER	1,000.00		
11/24/80	1110	SARAH WEAVER	150.00		
12/01/80	1113	JAMES WEAVER	2,000.00		
12/01/80	1114	CASH	200.00		
01/01/81	1122	SALLY WEAVER	600.00		
01/01/81	1123	SARAH WEAVER	150.00		
01/03/81	1126	SALLY WEAVER	500.00		
01/03/81	1125	SARAH WEAVER	1,000.00		
01/07/81	1128	JAMES WEAVER	1,500.00		
01/07/81	1129	ALLISON WEAVER	1,000.00		
01/22/81	1139	SARAH WEAVER	150.00		
01/26/81	1131A	CASH	100.00		
01/27/81	1134	PEAVEY	5,000.00		
01/27/81	1135	PEAVEY	7,000.00		
01/30/81	1133	COUNTER RECEIPT	150.00		
02/03/81	1136	JAMES WEAVER	1,100.00		
02/09/81	1140/1139	PEAVEY	9,000.00		
02/24/81	1131	N.Y. UNIV.SCHOOL ARTS	2,531.00		
02/25/81	1142	SARAH WEAVER	500.00		
02/27/81	1144	CASH	200.00		
02/27/81	1143	JAMES WEAVER	2,000.00		
02/28/81	1141	SALLY WEAVER	600.00		
03/03/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
03/06/81	1144	COUNTER RECEIPT	200.00		
03/08/81	1146B	ALLISON WEAVER	50.00		
03/13/81	1147	COUNTER RECEIPT	150.00		
03/18/81	1449A	CASH	200.00		
03/20/81	1147B	COUNTER RECEIPT	200.00		
03/25/81	1150/1148	JAMES WEAVER	200.00		
04/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
04/01/81	1150	COUNTER RECEIPT	200.00		
04/01/81	1149	SALLY WEAVER	600.00		
04/27/81	1154	SALLY WEAVER	600.00		
04/28/81	1155	CASH	200.00		
04/29/81	1156	JANE SEEGAL	112.50		
05/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
05/01/81	1158	COUNTER RECEIPT	100.00		
05/04/81	1157	COUNTER RECEIPT	400.00		
05/11/81	1159	JANE SEEGAL	125.00		
05/12/81	1161/1150	CASH	200.00		
06/01/81	1166	SARAH WEAVER	33.50		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS					DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT	
06/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00			
06/01/81	1167A	COUNTER RECEIPT	200.00			
06/01/81	1165	SALLY WEAVER	600.00			
06/02/81	1167B	COUNTER RECEIPT	300.00			
06/04/81	NONE	COUNTER RECEIPT	200.00			
06/04/81	1167C	ALLISON WEAVER	125.00			
06/11/81	1170/1169	CASH	150.00			
06/23/81	1171	CASH	100.00			
07/01/81	1175	SALLY WEAVER	600.00			
07/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00			
07/02/81	1177/1176	CASH	200.00			
07/02/81	1178/1177	JAMES WEAVER	1,000.00			
07/08/81	1177B	COUNTER RECEIPT	200.00			
07/10/81	1177C	COUNTER RECEIPT	300.00			
07/13/81	1179	CASH	250.00			
07/13/81	1180	JAMES WEAVER	1,500.00			
07/17/81	1186	CASH	150.00			
07/24/81	1182	CASH	200.00			
07/29/81	1182/1181	CASH	150.00			
08/01/81	1185	SALLY WEAVER	600.00			
08/01/81	1184	JANE SEEGAL	300.00			
08/03/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00			
08/13/81	1189	JAMES WEAVER	400.00			
08/13/81	1190/1189	CASH	1,500.00			
08/16/81	1170	CASH	150.00			
08/22/81	1191/1190	JANE SEEGAL	600.00			
09/01/81	1191	SALLY WEAVER	600.00			
09/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00			
09/03/81	1193	PEAVEY	11,850.00			
09/10/81	1196/1195	JAMES WEAVER	1,900.00			
09/10/81	1195/1197	PEAVEY	9,500.00			
09/10/81	1197/1198	CASH	200.00			
09/11/81	1198/1206	MARILYN LANE	10,000.00			
09/15/81	1199/1196	CASH	200.00			
09/18/81	1206/1199	CASH	200.00			
09/23/81	1209	CASH	100.00			
09/28/81	1210	SALLY WEAVER	600.00			
09/28/81	1210/1211	PEAVEY	6,000.00			
09/28/81	1209/1219	PEAVEY	2,000.00			
09/28/81	1208	PEAVEY	9,000.00			
09/28/81	1211/1218	PEAVEY	5,000.00			
09/29/81	1209	JAMES WEAVER BUS ACCT	2,000.00			
09/29/81	NONE	COUNTER RECEIPT	100.00			
10/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00			
10/06/81	1213	AMERICAN EXPRESS	1,500.00			
10/09/81	1214	CASH	200.00			
10/16/81	1212	CASH	200.00			
10/22/81	1217	MARION EDEY	2,000.00			
10/29/81	1220	JANE SEEGAL	254.00			
10/31/81	1222/1223	REGAN WEAVER	30.00			
11/01/81	1216	SALLY WEAVER	600.00			

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
11/02/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
11/04/81	1223/1221	CASH	150.00		
11/15/81	1233/1230	JANE SEEGAL	5,000.00		
11/25/81	1226	JAMES WEAVER BUS ACCT	700.00		
12/01/81	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
12/01/81	1225	SALLY WEAVER	500.00		
12/04/81	1231	PEAVEY	20,000.00		
12/04/81	1233/1229	JAMES WEAVER	1,100.00		
12/07/81	1238/1234	JANE SEEGAL	652.60		
12/07/81	1234/1233A	CASH	100.00		
12/08/81	1227	JAMES WEAVER	2,500.00		
12/14/81	1236	REGAN WEAVER	100.00		
12/15/81	1239/1238	CASH	100.00		
12/15/81	239	JAMES WEAVER	1,000.00		
12/21/81	1244	MARION EDEY	1,000.00		
12/21/81	1243	CASH	300.00		
12/23/81	1250	JANE SEEGAL	100.00		
12/23/81	1247	ALLISON WEAVER	50.00		
12/25/81	1249	JANE SEEGAL	215.00		
01/01/82	1245	MARION EDEY	3,000.00		
01/01/82	1251	SALLY WEAVER	500.00		
01/01/82	1248	ALLISON WEAVER	200.00		
01/04/82	LOAN PMT	N.B. OF WASHINGTON	2200.00		
01/05/82	1246	MARION EDEY	4,000.00		
01/08/82	1258/1254	JAMES WEAVER	1,800.00		
01/08/82	1257/1253	PEAVEY	350.00		
01/15/82	1255/1257	PEAVEY	5,000.00		
01/15/82	1256	PEAVEY	2,000.00		
01/21/82	1258	CASH	250.00		
01/29/82	1250	CASH	100.00		
01/30/82	1259	SALLY WEAVER	500.00		
02/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
02/02/82	1261	CASH	200.00		
02/03/82	1262	JAMES WEAVER	1,000.00		
02/09/82	1264	PEAVEY	5,000.00		
02/09/82	1263	PEAVEY	9,000.00		
02/16/82	1269	CASH	200.00		
02/24/82	1270/1268	JANE SEEGAL	220.00		
02/26/82	1271	SALLY WEAVER	600.00		
02/26/82	1272	JAMES WEAVER	700.00		
03/01/82	1274	CASH	400.00		
03/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
03/02/82	1278	REGAN WEAVER	200.00		
03/12/82	1280	CASH	200.00		
03/17/82	1279	JAMES WEAVER	1,000.00		
03/18/82	1280/1277	CASH	200.00		
03/20/82	1281/1284	JANE SEEGAL	360.00		
03/24/82	1282	JAMES WEAVER	1,000.00		
03/26/82	1284/1278	JANE SEEGAL	350.00		
03/26/82	1275/1285	CASH	200.00		
03/30/82	1283	SALLY WEAVER	500.00		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
04/01/82	1280A	JAMES WEAVER	2000.00		
04/01/82	1280/1281A	U.S. NATIONAL BANK	1,322.08		
04/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
04/06/82	1282	MARILYN LANE	5,000.00		
04/06/82	1282B	CASH	200.00		
04/14/82	1284/1283	MAUNA KEA BEACH HOTEL	1,153.71		
04/28/82	1284/1285B	CASH	200.00		
04/29/82	1285	JANE SEEGAL	300.00		
05/01/82	1287	SALLY WEAVER	600.00		
05/03/82	LOAN PMT	N. B. OF WASHINGTON	2,200.00		
05/06/82	1289/1290	CASH	200.00		
05/11/82	1292/1299A	MARDEL SKILLMAN	54.00		
05/18/82	1294/1292A	JAMES WEAVER	1,000.00		
05/24/82	1294	SALLY WEAVER	600.00		
05/24/82	1295	JANE SEEGAL	200.00		
05/24/82	1296	JAMES WEAVER	4,500.00		
06/01/82	1297	CASH	200.00		
06/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
06/04/82	1299	PALM	107.00		
06/09/82	1295/1299	CASH	200.00		
06/24/82	1301	CASH	150.00		
06/25/82	1300	JAMES WEAVER BUS ACCT	1,200.00		
07/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
07/01/82	1303	SALLY WEAVER	600.00		
07/02/82	1302	JAMES WEAVER	1,000.00		
07/13/82	1307	CASH	200.00		
07/13/82	1306	MARDEL SKILLMAN	20.00		
07/26/82	1308	JAMES WEAVER BUS ACCT	2,000.00		
07/29/82	1314/1309A	CASH	200.00		
07/30/82	1310	PEAVEY	5,000.00		
07/30/82	1311	PEAVEY	5,000.00		
07/30/82	1312	PEAVEY	5,000.00		
08/01/82	1309	SALLY WEAVER	600.00		
08/02/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
08/04/82	1313	JAMES WEAVER BUS ACCT	3,000.00		
08/13/82	1315	CASH	100.00		
08/30/82	1319	JAMES WEAVER	125.00		
08/30/82	1316	JAMES WEAVER BUS ACCT	3,500.00		
09/01/82	1317	SALLY WEAVER	600.00		
09/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
09/06/82	1320	JAMES WEAVER BUS ACCT	2,000.00		
09/09/82	1323	CASH	200.00		
09/12/82	1324	PEAVEY	2,700.00		
10/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
10/01/82	1330/1329	CASH	100.00		
10/01/82	1337	SALLY WEAVER	600.00		
10/06/82	1330	CASH	300.00		
10/11/82	1336/1335	JAMES WEAVER	3,200.00		
10/11/82	1335/1336	PEAVEY	500.00		
10/18/82	1340	CASH	300.00		
10/28/82	1343	PEAVEY	1,875.00		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
11/01/82	LOAN PMT	N.B. OF WASHINGTON	2,200.00		
11/12/82	1346	SALLY WEAVER	600.00		
11/22/82	1350/1351	PEAVEY	4,000.00		
11/22/82	1352	PEAVEY	2,000.00		
11/22/82	1357A	PEAVEY	2,000.00		
11/30/82	1349	CASH	200.00		
12/01/82	LOAN PMT	N.B. OF WASHINGTON	2200.00		
12/01/82	1350	SALLY WEAVER	600.00		
12/10/82	1353	CASH	100.00		
12/11/82	1354	JANE SEEGAL	449.00		
12/17/82	1357	CASH	100.00		
12/22/82	1361	CASH	1,100.00		
12/30/82	1360/1361	SALLY WEAVER	600.00		
01/03/83	1366	CASH	200.00		
01/03/83	LOAN PMT	N. B. OF WASHINGTON	2,200.00		
01/10/83	1368/1372	CASH	300.00		
01/17/83	1371/1368	JAMES WEAVER BUS ACCT	400.00		
01/19/83	1370	PEAVEY	105.00		
01/19/83	1369	UNITED AIRLINES	194.00		
01/23/83	1377	PATMAN CREDIT UNION	199.19		
01/23/83	1378	PEAVEY	1,200.00		
01/28/83	1376/1378	CASH	200.00		
01/28/83	1373	UNITED AIRLINES	103.00		
01/28/83	1375	SALLY WEAVER	600.00		
02/07/83	1381	SALLY WEAVER	2,200.00		
02/07/83	1390/1384	PEAVEY	5,000.00		
02/07/83	1394/1401	PEAVEY	100.00		
02/07/83	1393/1422	PEAVEY	4,000.00		
02/07/83	1392/140	PEAVEY	2,000.00		
02/07/83	1391	PEAVEY	1,000.00		
02/11/83	1386/1383	CASH	100.00		
02/17/83	1385	U.S. NATIONAL BANK	1,467.68		
02/25/83	1387	CASH	150.00		
03/01/83	1391/1392	UNITED AIRLINES	448.00		
03/01/83	1389/1390	CASH	1,000.00		
03/01/83	1393	SALLY WEAVER	600.00		
03/08/83	1393/1394	UNITED AIRLINES	448.00		
03/11/83	1395	ALLISON WEAVER	30.00		
03/20/83	1394/1389	PATMAN CREDIT UNION	529.40		
03/20/83	1397/1402	LUVASS, COBB	130.00		
03/20/83	1392/1397	UNITED AIRLINES	190.00		
03/22/83	1399	UNITED AIRLINES	448.00		
03/28/83	1404	CASH	500.00		
03/28/83	1404/1403	PEAVEY	1,500.00		
03/31/83	1402	SALLY WEAVER	600.00		
04/03/83	1417	JANE SEEGAL	400.00		
04/11/83	1407	JANE SEEGAL	1,400.00		
04/12/83	1406	UNITED AIRLINES	886.98		
04/17/83	1413	U.S. NATIONAL BANK	1,467.68		
04/17/83	1411	BERKSHIRE	126.49		
04/26/83	1414	PATMAN CREDIT UNION	529.40		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
05/01/83	1415	SALLY WEAVER	500.00		
05/17/83	1420	CASH	200.00		
05/20/83	1421	SARAH WEAVER	217.50		
05/27/83	1425/1426	JAMES WEAVER	1,200.00		
05/30/83	1425	U.S. NATIONAL BANK	1,467.68		
06/01/83	1427	SALLY WEAVER	500.00		
06/02/83	1432	CASH	150.00		
06/03/83	1433	JAMES WEAVER BUS ACCT	8,150.00		
06/14/83	1338/1435	CASH	100.00		
06/21/83	1339/1437	CASH	150.00		
06/23/83	1342/1443A	GH MILLER	1,000.00		
06/23/83	1341/1443	GH MILLER	300.00		
07/01/83	1440	PATMAN CREDIT UNION	520.00		
07/01/83	1438	SALLY WEAVER	500.00		
07/01/83	1439	U.S. NATIONAL BANK	1,467.68		
07/05/83	1444	GH MILLER	874.35		
07/07/83	1448	GH MILLER	364.66		
07/07/83	1446	CASH	350.00		
07/08/83	1447	PEAVEY	564.80		
07/12/83	1448	DUANE HADLEY	575.00		
07/18/83	1450/1451	CASH	200.00		
07/21/83	1453/1459	PEAVEY	1,000.00		
07/21/83	1454	PEAVEY	400.00		
07/21/83	1469	PEAVEY	2,000.00		
07/29/83	1454/1455	CASH	150.00		
07/29/83	1454	BRONSON TRAVEL	1,336.50		
07/29/83	1456	SALLY WEAVER	500.00		
08/03/83	1457	CASH	200.00		
08/05/83	1458	PATMAN CREDIT UNION	520.00		
08/19/83	1461/1477	PEAVEY	1,000.00		
08/19/83	1460	CASH	200.00		
08/29/83	1466	JAMES WEAVER	1,200.00		
08/29/83	1465	PEAVEY	1,800.00		
08/30/83	1462	JOE RUTLEDGE	144.77		
09/01/83	1463	SALLY WEAVER	500.00		
09/02/83	1469/1468	CASH	300.00		
09/12/83	1474/1476	TWA	492.00		
09/13/83	1479/1482	CASH	100.00		
09/13/83	1480	UNITED AIRLINES	448.00		
09/19/83	1485	JAMES WEAVER	1,800.00		
09/21/83	1485	COUNTER RECEIPT	100.00		
09/27/83	1464	PATMAN CREDIT UNION	520.00		
09/30/83	1476/1487	CASH	100.00		
10/01/83	1494	OREGON DEPT VET AFFAIR	790.00		
10/01/83	1489	PEAVEY	1,000.00		
10/01/83	1488	SALLY WEAVER	500.00		
10/01/83	1490	PEAVEY	500.00		
10/03/83	1487/1491	CASH	100.00		
10/14/83	1498/1496	CASH	200.00		
10/20/83	1499	UNITED AIRLINES	500.00		
10/20/83	1498/1499	CASH	100.00		

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PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
10/25/83	1505/1504	CASH	100.00		
10/26/83	1500/1514	PEAVEY	2,000.00		
10/26/83	1502/1513	PEAVEY	500.00		
10/26/83	1501/1506	PEAVEY	1,000.00		
10/28/83	1508	UNITED AIRLINES	1,000.00		
10/28/83	1508/1510	CASH	100.00		
11/01/83	1510	SALLY WEAVER	600.00		
11/08/83	1531/1522A	PEAVEY	500.00		
11/08/83	1532/1517	PEAVEY	1,000.00		
11/08/83	1530/1518	PEAVEY	600.00		
11/10/83	1515	PATMAN CREDIT UNION	1,271.00		
11/10/83	1516/1516	CASH	100.00		
11/14/83	1517/1519	CASH	100.00		
11/17/83	1521/1522	CASH	100.00		
11/29/83	1529/1525	PEAVEY	400.00		
11/29/83	1530/1523	JAMES WEAVER	1,700.00		
12/01/83	1529	PEAVEY	1,000.00		
12/01/83	1528	PEAVEY	3,000.00		
12/01/83	1530/1527	PEAVEY	4,000.00		
12/12/83	1531	UNITED AIRLINES	2,691.65		
12/12/83	1535	JAMES WEAVER	400.00		
12/14/83	1532/1533	JAMES WEAVER	200.00		
12/14/83	1533/1532	PEAVEY	2,000.00		
12/20/83	1534	PEAVEY	1,400.00		
12/22/83	1536	OREGON DEPT VET AFFAIR	898.00		
12/23/83	1537/1538	SALLY WEAVER	600.00		
01/17/84	1543/1544	CASH	200.00		
02/01/84	1548	JAMES WEAVER BUS ACCT	1,600.00		
02/01/84	1543	OREGON DEPT REVENUE	1,692.91		
02/02/84	1553	SALLY WEAVER	600.00		
02/02/84	1552	SALLY WEAVER	600.00		
02/03/84	1554/1566	CASH	100.00		
02/04/84	1560	UNITED AIRLINES	458.00		
02/04/84	1562	PATMAN CREDIT UNION	1,800.00		
02/05/84	1556	JAMES WEAVER	2,000.00		
02/06/84	1564	CASH	100.00		
02/06/84	1565	CASH	400.00		
02/06/84	1555	WEDBUSH, NOBLE, COOKE	30,000.00		
02/06/84	1568/1567	JAMES WEAVER BUS ACCT	1,000.00		
02/09/84	1568	BLANK PAYEE	446.00		
03/01/84	1578/1577	CASH	180.00		
03/01/84	1574	PATMAN CREDIT UNION	620.00		
03/01/84	1576	U.S. NATIONAL BANK	7,000.00		
03/01/84	1573	JAMES WEAVER BUS ACCT	1,600.00		
03/01/84	1554	SALLY WEAVER	600.00		
03/09/84	1581	CASH	1,200.00		
03/09/84	1581	ELIZABETH MEHL	1,155.00		
03/09/84	1582	CASH	200.00		
03/16/84	1585/1584	CASH	150.00		
03/22/84	1586	CASH	100.00		
03/27/84	1592	CASH	100.00		

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PERSONAL CHECKING

WITHDRAWALS					DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT	
03/27/84	1589	JAMES WEAVER BUS ACCT	1,600.00			
04/01/84	1591	ELIZABETH MEHL	660.00			
04/01/84	1587	PATMAN CREDIT UNION	620.00			
04/01/84	1590	SALLY WEAVER	600.00			
04/06/84	1593	ARTHUR JOHNSON	2,000.00			
04/06/84	1595/1599	CASH	200.00			
04/16/84	1597	CASH	300.00			
04/30/84	1599/1595	CASH	200.00			
05/01/84	1604	ELIZABETH MEHL	660.00			
05/01/84	1601	SALLY WEAVER	600.00			
05/01/84	1603/1602	PATMAN CREDIT UNION	620.00			
05/01/84	1603	JAMES WEAVER BUS ACCT	1,400.00			
05/07/84	1605	UNITED AIRLINES	2,000.00			
05/15/84	1607	JAMES WEAVER BUS ACCT	3,500.00			
05/15/84	1608	CASH	100.00			
05/24/84	1605/1609	CASH	200.00			
05/25/84	1611/1610	SALLY WEAVER	4,200.00			
05/29/84	1611	PEAVEY	30,000.00			
05/29/84	1612/1611	PEAVEY	3,000.00			
06/01/84	1616	SIDNEY LEIKEN	2,000.00			
06/01/84	1614	CASH	150.00			
06/01/84	1617	JAMES WEAVER BUS ACCT	13,800.00			
06/01/84	1615	PATMAN CREDIT UNION	620.00			
06/01/84	1612	SALLY WEAVER	300.00			
06/01/84	1620	MARTHA FALCO	660.00			
06/04/84	1622	BLANK PAYEE	165.00			
06/13/84	1625/1628	CASH	100.00			
06/14/84	1627	UNITED AIRLINES	1,327.71			
06/14/84	1626	SACRED HEART HOSP.	1,220.56			
06/19/84	1630/1629	CASH	150.00			
07/01/84	1632	MARTHA FALCO	660.00			
07/01/84	1631	PATMAN CREDIT UNION	620.00			
07/01/84	1633	TOM BOWERMAN	2,000.00			
07/01/84	1634	SALLY WEAVER	600.00			
07/26/84	1642	CASH	100.00			
07/27/84	1643	MARTHA FALCO	590.00			
07/27/84	1647	JAMES WEAVER BUS ACCT	600.00			
07/27/84	1648	MARTHA FALCO	660.00			
07/27/84	1645	SALLY WEAVER	600.00			
07/27/84	1646	PATMAN CREDIT UNION	620.00			
08/01/84	1650	TOM BOWERMAN	2,000.00			
08/01/84	1652 "A"	CASH	100.00			
08/21/84	1655/1654	CASH	100.00			
08/23/84	1659	TOM BOWERMAN	2,000.00			
08/27/84	1655	PEAVEY	1,000.00			
08/28/84	1657	SALLY WEAVER	600.00			
08/28/84	1658	JAMES WEAVER	1,500.00			
08/28/84	1656	UNITED AIRLINES	1,065.00			
09/06/84	1663	MARTHA FALCO	660.00			
09/06/84	1665	UNITED AIRLINES	1,233.87			
09/06/84	1664	PATMAN CREDIT UNION	620.00			



SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS	
DATE	CK#	PAYEE	DATE	AMT
09/07/84	1667	PEAVEY		1,500.00
09/07/84	1666	PEAVEY		1,500.00
09/28/84	1674	CASH		100.00
10/01/84	1677	SALLY WEAVER		600.00
10/01/84	1668	U. S. NATIONAL BANK		531.95
10/01/84	1669	TOM BOWERMAN		2,000.00
10/06/84	1675	PEAVEY		885.94
10/06/84	1674	JAMES WEAVER BUS ACCT		300.00
10/26/84	1680	PATMAN CREDIT UNION		620.00
10/26/84	1677	CASH		100.00
11/01/84	1681	JAMES WEAVER		1,600.00
11/08/84	1683	SALLY WEAVER		300.00
11/21/84	1761/1685	CASH		200.00
11/28/84	1687	JAMES WEAVER		900.00
11/30/84	1689	CASH		200.00
12/01/84	1686	TOM BOWERMAN		2,000.00
12/01/84	1690	PATMAN CREDIT UNION		620.00
12/04/84	1691	CASH		300.00
12/06/84	1691/1692	CASH		500.00
12/24/84	1675/1695	PEAVEY		2,000.00
01/04/85	1701/1700	CASH		500.00
01/22/85	1704	CASH		100.00
01/23/85	1706	SALLY WEAVER		600.00
01/23/85	1710	PEAVEY		3,000.00
01/23/85	1711	PEAVEY		1,000.00
01/23/85	1711	PEAVEY		300.00
02/21/85	1791/1714	CASH		100.00
02/23/85	1710/1724	PEAVEY		2,000.00
03/01/85	1717	UNITED AIRLINES		754.43
03/01/85	1720	OREGON DEPT VET AFFAIR		871.00
03/01/85	1719	SALLY WEAVER		600.00
03/04/85	1720/1723	CASH		100.00
03/10/85	1723A	CASH		300.00
03/15/85	1735	U. S. NATIONAL BANK		500.00
03/15/85	1726	OREGON DEPT VET AFFAIR		861.00
03/15/85	NONE	U. S. NATIONAL BANK		1,595.85
03/15/85	1731	SALLY WEAVER		1,500.00
03/18/85	1736	CASH		900.00
03/19/85	1739/1741	PEAVEY		1,500.00
03/19/85	1737	PEAVEY		787.42
03/19/85	1738/1742	PEAVEY		1,000.00
03/25/85	1744	COUNTER RECEIPT		100.00
03/25/85	1743	PEAVEY		100.00
04/01/85	1745	SALLY WEAVER		600.00
04/01/85	1750	CASH		1,000.00
04/03/85	1753	CASH		900.00
04/14/85	1760/1762	PEAVEY		1,000.00
04/14/85	1765A/1784	PEAVEY		1,000.00
04/25/85	1759	OREGON DEPT VET AFFAIR		861.00
05/01/85	1760	SALLY WEAVER		600.00
05/08/85	1765B	PEAVEY		300.00

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
05/08/85	1764/1765A	PEAVEY	1,000.00		
05/20/85	1776	OREGON DEPT VET AFFAIR	721.00		
05/31/85	1783	SALLY WEAVER	600.00		
06/03/85	1782/1785	CASH	1,100.00		
06/12/85	1788	CASH	150.00		
06/20/85	1792/1794	CASH	150.00		
06/27/85	1798	W. S. J. DOW JONES	219.80		
06/28/85	1803	CASH	1,000.00		
07/01/85	1813	OREGON DEPT VET AFFAIR	861.00		
07/01/85	1803	JAMES WEAVER	1,000.00		
07/11/85	1804	COUNTER RECEIPT	100.00		
07/15/85	1810	CASH	50.00		
08/01/85	1815	SALLY WEAVER	600.00		
08/01/85	1818/1816	CASH	1,200.00		
08/06/85	1821/1817	PEAVEY	1,000.00		
08/12/85	1824/1818	PEAVEY	300.00		
08/21/85	1819	PEAVEY	600.00		
08/25/85	1820	OREGON DEPT VET AFFAIR	861.00		
08/30/85	1821/1824	CASH	300.00		
09/01/85	1822	SALLY WEAVER	600.00		
09/09/85	1831	CASH	200.00		
10/01/85	1838	SALLY WEAVER	600.00		
10/01/85	1836	CASH	1,200.00		
10/07/85	1842/1844	CASH	900.00		
10/10/85	1849/1847	CASH	200.00		
10/22/85	1848/1855	CASH	500.00		
10/29/85	1854/1861	CASH	100.00		
10/29/85	1855	SALLY WEAVER	600.00		
11/01/85	1857/1878	CASH	100.00		
11/12/85	1864	I. V. I. TRAVEL	275.75		
11/18/85	1869	WEDBUSH, NOBLE, COOKE	791.74		
11/18/85	1870	SALLY WEAVER	600.00		
12/06/85	1700/1877	CASH	400.00		
12/09/85	1879/1875	CASH	450.00		
01/01/86	1888	SALLY WEAVER	600.00		
01/01/86	1889	MARTHA FALCO	625.00		
01/16/86	1899	CASH	400.00		
01/16/86	1898	OREGON DEPT VET AFFAIR	5,166.00		
01/22/86	1902	CASH	100.00		
02/01/86	1908	C&P	37.14		
02/01/86	1904	SALLY WEAVER	600.00		
02/01/86	1907	U. S. NATIONAL BANK	250.00		
02/01/86	1905	VISA	500.00		
02/01/86	1911	PITTMAN & DAVIS	56.75		
02/01/86	1906	OREGON DEPT VET AFFAIR	741.00		
02/01/86	1912	C&P	17.53		
02/03/86	1912/1904	CASH	600.00		
02/05/86	1928/1915	CASH	300.00		
02/14/86	1915/1918	SECRETARY OF STATE	150.00		
02/20/86	1920	VISA	250.00		
02/20/86	1917	BLANK PAYEE	800.00		

SERGEANT AT ARMS ACCT. # 894-6

PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
02/24/86	1927	ROSS BROWN	300.00		
02/25/86	1928	CASH	200.00		
03/01/86	1922	SALLY WEAVER	600.00		
03/01/86	1918	OREGON DEPT VET AFFAIR	741.00		

## EXHIBIT 3

AMERICAN SECURITY BANK ACCT# 37-103-10-850 PERSONAL CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
04/03/80	NONE	DAYTON INVESTMENTS	550.00	03/26/80	\$100.00
04/20/80	110	UNITED AIRLINES	942.00	03/27/80	586.84
05/01/80	107	SO. CAPITAL SHORES	550.00	03/31/80	433.76
05/13/80	119	UNITED AIRLINES	916.00	04/17/80	637.21
06/03/80	128	AMERICAN EXPRESS	1,519.00	04/29/80	2,500.00
07/01/80	143	DAYTON INVESTMENTS	550.00	05/13/80	890.88
08/01/80	157	DAYTON INVESTMENTS	550.00	05/20/80	11.00
08/07/80	162	JAMES WEAVER	400.00	05/23/80	332.50
08/12/80	163	JAMES WEAVER	600.00	06/10/80	2,644.85
08/21/80	169	UNITED AIRLINES	1,690.00	06/17/80	220.85
09/03/80	173	SO. CAPITAL SHORES	550.00	07/08/80	898.20
09/05/80	177	SO. CAPITAL SHORES	550.00	07/08/80	50.00
09/30/80	181	SO. CAPITAL SHORES	550.00	07/29/80	1,471.45
10/28/80	194	JAMES WEAVER	300.00	08/05/80	1,071.94
11/13/80	201	UNITED AIRLINES	2,000.00	08/13/80	89.25
12/01/80	205	DAYTON INVESTMENTS	550.00	08/19/80	33.00
12/02/80	209	SO. CAPITAL SHORES	775.00	08/21/80	2,000.00
12/11/80	214	UNITED AIRLINES	1,097.55	08/26/80	220.50
12/30/80	225	ALLISON WEAVER	200.00	10/01/80	1,042.71
01/14/81	226	SO. CAPITAL SHORES	625.00	10/01/80	20.55
01/30/81	237	AMERICAN EXPRESS	4,182.92	10/01/80	50.72
03/02/81	239	SO. CAPITAL SHORES	1,250.00	10/03/80	2,000.00
03/02/81	247	LEE ALLEN & FARLEY	\$275.00	11/14/80	1,891.98
05/05/81	268	AMERICAN EXPRESS	1,287.79	12/02/80	2,000.00
05/27/81	NONE	WIRE DEBIT TRANSFER	1,503.00	12/05/80	930.00
06/30/81	290	UNITED AIRLINES	1,006.00	12/30/80	604.00
07/02/81	289	AMERICAN EXPRESS	1,479.50	01/13/81	1,500.00
07/24/81	299	UNITED AIRLINES	1,421.00	01/16/81	599.78
10/31/81	322	AMERICAN EXPRESS	500.00	01/29/81	2,172.88
12/08/81	330	AMERICAN EXPRESS	1,830.21	02/04/81	1,100.00
02/01/82	350	AMERICAN EXPRESS	1,200.00	02/27/81	2,000.00
02/25/82	351	AMERICAN EXPRESS	2,065.33	03/16/81	987.19
03/26/82	360	AMERICAN EXPRESS	1,059.58	03/31/81	406.22
05/24/82	369	AMERICAN EXPRESS	3,320.42	04/15/81	1,196.91
05/26/82	371	AMERICAN EXPRESS	2,202.01	04/29/81	595.55
				05/13/81	1,156.09
				05/26/81	1,500.00
				05/27/81	559.50
				06/16/81	2,037.10
				06/25/81	1,483.02
				07/20/81	1,228.00
				07/20/81	1,500.00
				08/17/81	220.65
				09/09/81	639.00
				09/30/81	1106.40
				11/12/81	905.95
				12/08/81	2,500.00
				12/16/81	842.50
				12/16/81	1,000.00
				01/20/82	400.00
				01/20/82	44.16

AMERICAN SECURITY BANK ACCT# 37-105-10-850 PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
				02/11/82	1,000.00
				03/01/82	1,995.82
				03/26/82	1,000.00
				04/08/82	299.85
				05/19/82	972.09
				05/25/82	225.00
				05/25/82	4,500.00
				05/27/82	755.00
				06/01/82	800.00
				06/25/82	232.00
				07/09/82	895.00

## EXHIBIT 4

U. S. NATIONAL BANK OF OREGON . ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
03/28/74	1642	WEAVER FOR CONGRESS	\$100.00	04/08/74	\$15,000.00
04/08/74	NONE	NO CANCELED CHECK	15,072.23	04/08/74	234.20
04/15/74	NONE	NO CANCELED CHECK	8,000.00	04/15/74	10,442.00
04/16/74	NONE	NO CANCELED CHECK	1,200.00	04/22/74	232.50
04/29/74	1667	WEAVER FOR CONGRESS	2,000.00	04/29/74	350.00
05/01/74	NONE	NO CANCELED CHECK	1,230.50	05/06/74	10,234.00
05/07/74	NONE	NO CANCELED CHECK	10,000.00	05/13/74	2,482.00
05/17/74	1677	WEAVER FOR CONGRESS	500.00	05/17/74	2,507.00
05/20/74	NONE	WEAVER FOR CONGRESS	800.00	05/22/74	140.50
05/20/74	NONE	NO CANCELED CHECK	1,500.00	05/24/74	100.00
05/24/74	1681	WEAVER FOR CONGRESS	500.00	05/24/74	20,000.00
05/31/74	NONE	NO CANCELED CHECK	1,105.86	06/06/74	238.25
06/03/74	NONE	NO CANCELED CHECK	1,000.00	06/13/74	9,000.00
06/05/74	NONE	NO CANCELED CHECK	1,300.00	06/14/74	115.00
06/06/74	NONE	NO CANCELED CHECK	1,000.00	06/20/74	10,000.00
06/07/74	1697	WEAVER FOR CONGRESS	1,000.00	06/25/74	267.50
06/20/74	NONE	NO CANCELED CHECK	2,086.93	07/05/74	9,081.70
06/21/74	NONE	NO CANCELED CHECK	3,364.27	07/05/74	918.30
06/25/74	NONE	NO CANCELED CHECK	4,584.35	07/06/74	238.50
06/26/74	NONE	NO CANCELED CHECK	1,945.00	07/11/74	442.00
07/09/74	NONE	NO CANCELED CHECK	3,000.00	07/16/74	8,000.00
07/10/74	NONE	NO CANCELED CHECK	8,000.00	07/22/74	132.50
07/17/74	NONE	NO CANCELED CHECK	2,000.00	07/31/74	20,000.00
07/24/74	NONE	NO CANCELED CHECK	3,000.00	08/01/74	10,000.00
07/27/74	NONE	NO CANCELED CHECK	8,954.56	08/01/74	250.00
07/30/74	NONE	NO CANCELED CHECK	1,000.00	08/05/74	379.50
07/31/74	NONE	NO CANCELED CHECK	8,800.00	08/08/74	350.00
07/31/74	NONE	NO CANCELED CHECK	2,142.35	08/13/74	335.00
08/01/74	NONE	NO CANCELED CHECK	1,000.00	08/19/74	100.00
08/06/74	NONE	NO CANCELED CHECK	4,100.00	08/21/74	296.00
08/13/74	NONE	NO CANCELED CHECK	4,000.00	08/26/74	300.00
08/13/74	NONE	NO CANCELED CHECK	2,000.00	09/13/74	15,064.50
08/16/74	NONE	NO CANCELED CHECK	8,897.81	09/18/74	5,000.00
08/23/74	NONE	NO CANCELED CHECK	3,000.00	09/25/74	27.15
09/13/74	1750	WEAVER FOR CONGRESS	12,500.00	09/25/74	512.50
09/16/74	NONE	NO CANCELED CHECK	2,150.00	09/27/74	3.00
09/26/74	NONE	NO CANCELED CHECK	10,200.00	09/30/74	5,000.00
10/10/74	NONE	NO CANCELED CHECK	1,000.00	10/04/74	200.00
10/28/74	NONE	NO CANCELED CHECK	4,000.00	10/15/74	1,912.46
11/25/74	NONE	NO CANCELED CHECK	3,298.00	10/15/74	1,087.54
11/25/74	NONE	NO CANCELED CHECK	1,500.00	10/15/74	648.00
01/02/75	1821	U.S. NATIONAL BANK	154.79	10/25/74	4,291.15
01/03/75	1813	CASH	200.00	10/25/74	423.00
01/04/75	1823	SALLY WEAVER	1,000.00	10/25/74	3,396.00
01/12/75	1804	LLDYD MONEY	350.00	11/04/74	225.00
01/31/75	1805	ANN CHRISTOPHER	22.89	11/21/74	1,307.50
03/27/75	NONE	CASH	200.00	11/22/74	5,000.00
03/28/75	1833	REGAN WEAVER	300.00	11/25/74	430.85
04/15/75	1831	A/C 435-0-06388886	6,130.00	01/02/75	3,000.00
04/15/75	1830	A/C 435-0-06388886	2,056.00	01/17/75	300.00
05/29/75	NONE	U.S. NATIONAL BANK	101.51	01/17/75	150.00

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
08/29/75	NONE	U.S. NATIONAL BANK	245.75	01/21/75	709.76
09/01/75	1857	SALLY WEAVER	800.00	02/04/75	721.44
11/28/75	1860	U.S. NATIONAL BANK	243.08	02/14/75	30.00
11/28/75	1862	CASH	200.00	03/03/75	91.20
11/28/75	1858	SALLY WEAVER	800.00	03/03/75	274.83
11/28/75	1861	WEDBUSH, NOBLE, COOKE	2,500.00	04/21/75	10,000.00
12/01/75	1859	WEAVER 76	500.00	05/23/75	150.00
12/20/75	1852	WEDBUSH, NOBLE, COOKE	3,500.00	05/23/75	300.00
12/27/75	1819	DAVID PASSARETT	57.73	05/29/75	102.35
01/28/76	1863	LUVAS, COBB	400.00	08/29/75	350.00
03/07/76	1871	JOHN SORENS	2,400.00	08/29/75	175.00
03/22/76	1841	JAMES WEAVER	1,000.00	11/28/75	350.00
04/ /76	NONE	CASH	200.00	11/28/75	175.00
04/14/76	1866	DEPARTMENT OF REVENUE	2,484.00	11/28/75	2,000.00
04/29/76	1867	UNITED AIRLINES	1,122.99	12/03/75	500.00
05/08/76	1873	SALLY WEAVER	800.00	12/09/75	4,413.37
05/13/76	1864	HARRAH'S	25.00	02/09/76	800.00
05/15/76	1865	JAMES WEAVER	1,000.00	02/10/76	1,700.00
05/25/76	NONE	CASH	300.00	03/04/76	500.00
05/28/76	1872	JERRY PROCHAZKA	200.00	03/16/76	1,376.00
06/08/76	1842	U.S. NATIONAL BANK	10,240.10	04/07/76	981.00
06/25/76	1877	SALLY WEAVER	850.00	04/09/76	3,854.00
07/11/76	1850	VONDERHEIT, HERSHNER	202.76	05/18/76	3,875.00
07/12/76	1878	SALLY WEAVER	100.00	06/10/76	10,000.00
07/15/76	NONE	CASH	100.00	07/15/76	1,000.00
08/08/76	1881	ANTHONY'S KEY RESORT	320.00	08/24/76	1,163.63
09/09/76	NONE	CASH	150.00	10/29/76	323.94
10/20/76	27	CASH	200.00	12/02/76	6,000.00
11/02/76	1887	CASH	300.00	11/10/76	1,500.00
11/02/76	1889	OREGON DEPT TAX	7,092.20	11/29/76	33,791.25
11/04/76	1890	WEAVER 76	2,000.00	12/02/76	50,000.00
11/12/76	1898	SMITH & CRAKES	500.00	06/12/77	6,402.00
11/12/76	1891	CASH	200.00	08/10/77	2,000.00
11/15/76	1886	FEDERAL LAND BANK	5,032.29	09/01/77	2,558.98
11/17/76	1899	SALLY WEAVER	70.00	09/21/77	636.00
11/29/76	1901	JERRY PROCHAZKA	140.00	10/03/77	435.00
11/29/76	1900	CASH	200.00	10/20/77	803.26
12/01/76	1910	CHARLES F. LARSON	50,000.00	11/07/77	800.00
12/01/76	1914	JOHN SORENG	2,400.00	11/07/77	10,000.00
12/21/76	1905	MERRILL LYNCH	8,000.00	11/16/77	180.00
12/25/76	1907	SARAH WEAVER	100.00	12/07/77	2,000.00
12/27/76	1916	KIPNIS	6,000.00	12/08/77	380.00
12/27/76	1906	CASH	200.00	12/15/77	250.00
12/28/76	1917	UNIV. OF OREGON	1,000.00	12/23/77	154.00
12/29/76	1922	KIPNIS	6,000.00	12/29/77	24,709.00
12/30/76	1915	SALLY WEAVER	115.00	01/19/78	1,900.00
02/18/77	1924	CASH	200.00	02/02/78	973.50
04/15/77	NONE	CASH	100.00	02/21/78	520.00
06/16/77	NONE	NO CANCELED CHECK	2,000.00	02/23/78	17.54
06/30/77	1840	CASH	600.00	02/27/78	230.00
07/13/77	1845	STAN MORAN	3,750.00	03/22/78	557.00

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-935 BUSINESS CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
08/ /77	NONE	CASH	300.00	04/07/78	1,215.69
08/31/77	NONE	CASH	200.00	04/17/78	990.00
09/02/77	1838	VONDERHEIT, HERSHNER	1,310.50	05/25/78	20,000.00
09/25/77	1855	C.DORIS & M. MASSIE	375.63	06/13/78	488.72
10/05/77	NONE	NO CANCELLED CHECK	1,100.00	08/23/78	33,569.13
10/21/77	NONE	NO CANCELLED CHECK	1,000.00	09/05/78	7,000.00
11/12/77	2005	OREGON DEPT TAX	5,233.75	09/15/78	574.00
11/15/77	2005	JAMES WEAVER	5,000.00	09/19/78	230.00
12/06/77	2027	JAMES WEAVER	1,000.00	10/17/78	15,000.00
12/12/77	2008	CASH	200.00	11/01/78	17.00
12/27/77	2028	JAMES WEAVER	1,000.00	11/14/78	15,335.43
12/30/77	2029	WEAVER FOR CONGRESS	100.00	12/12/78	230.00
12/30/77	NONE	U.S. NATIONAL BANK	10,134.31	12/13/78	8,000.00
01/01/78	2032	FEDERAL LAND BANK	5,100.00	01/02/79	77.00
01/01/78	2030	JOHN SORENG	2,400.00	01/05/79	25,774.10
01/28/78	2034	JAMES WEAVER	3,000.00	01/05/79	21,160.90
01/28/78	2033	LUVASS, COBB	1,162.20	01/10/79	335.00
03/10/78	2038	MARK REIS	500.00	02/01/79	7,500.00
03/18/78	2044	LUVASS, COBB	227.00	02/12/79	414.00
03/20/78	2042	JAMES WEAVER	2,000.00	02/16/79	80.00
04/04/78	2049	ACCT # 484002-3	1,500.00	02/20/79	2,000.00
05/15/78	2052	JILL HEIMAN TRUST FUND	5,500.00	03/01/79	1,277.00
05/30/78	2054	JAMES WEAVER	7,000.00	03/06/79	490.00
06/12/78	2053	LYFORD ELECTRIC	1,538.00	04/10/79	540.00
06/12/78	2058	JAMES WEAVER	2,000.00	04/17/79	50.00
06/12/78	2059	OREGON DEPT REVENUE	1,563.00	04/23/79	4,000.00
06/19/78	2060	JAMES WEAVER	3,500.00	05/10/79	230.00
07/01/78	2061	WEAVER FOR CONGRESS	5.00	05/29/79	10,000.00
08/19/78	2076	SALLY WEAVER	5,200.00	06/19/79	330.00
08/23/78	NONE	U.S. NATIONAL BANK	33,569.13	06/20/79	200.00
08/31/78	NONE	CASH	200.00	07/06/79	355.00
09/01/78	NONE	SALLY WEAVER	1,150.00	08/02/79	22.05
09/11/78	2069	PACIFIC FIRST FEDERAL	1,000.00	08/06/79	2,000.00
10/16/78	2073	HERMAN I. MILLER	315.00	08/07/79	460.00
10/18/78	2056	JAMES WEAVER	10,000.00	08/09/79	594.50
10/21/78	2081	JERRY PROCHAZKA	35.00	08/17/79	10,000.00
11/09/78	2083	CASH	1,000.00	09/28/79	107.12
11/12/78	2084	CASH	500.00	09/05/79	235.05
11/15/78	2072	OREGON DEPT TAX	1,879.70	10/01/79	362.44
11/15/78	NONE	U.S. NATIONAL BANK	15,126.58	10/05/79	225.00
11/17/78	8	HERMAN I. MILLER	128.94	10/23/79	5,000.00
11/17/78	2085	ANTHONY'S KEY RESORT	400.00	10/31/79	10,000.00
11/20/78	NONE	CASH	200.00	11/06/79	260.00
12/12/78	NONE	CASH	250.00	11/07/79	15,000.00
12/12/78	2090	FNMA	250.00	11/09/79	158.00
12/13/78	NONE	CASH	200.00	11/20/79	20,000.00
12/14/78	2091	JAMES WEAVER	6,500.00	11/27/79	260.00
12/23/78	2093	ANTHONY'S KEY RESORT	685.34	12/12/79	260.00
01/06/79	2095	JOHN SORENG	16,200.00	12/13/79	10.25
01/06/79	2096	JOHN SORENG	14,940.12	12/14/79	45,000.00
01/06/79	2099	JOHN SORENG	16,200.00	12/17/79	345.00



## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
01/06/79	NONE	CASH	100.00	01/02/80	34,054.49
01/27/79	2100	FEDERAL LAND BANK	4,840.80	01/07/80	7,822.09
01/27/79	2101	FEDERAL LAND BANK	2,667.54	01/07/80	260.00
02/11/79	2102	JAMES WEAVER	1,400.00	01/11/80	230.00
03/01/79	2106	SALLY WEAVER	1,150.00	01/18/80	10,000.00
04/16/79	2295	U.S. TREASURY	4,559.35	02/04/80	7,000.00
05/23/79	2117	JAMES WEAVER	500.00	02/12/80	230.00
05/27/79	2120	CASH	200.00	02/15/80	120.56
05/27/79	2119	CASH	300.00	02/22/80	80.00
05/30/79	1930	S. WEAVER	1,400.00	03/03/80	10,000.00
06/14/79	NONE	NO CANCELED CHECK	3,075.00	03/17/80	14,865.67
06/19/79	NONE	NO CANCELED CHECK	4,109.78	03/31/80	1,000.00
07/05/79	NONE	CASH	200.00	04/25/80	30,000.00
07/06/79	NONE	S. WEAVER	200.00	05/07/80	20.00
08/06/79	2132	CASH	300.00	05/07/80	55.00
08/09/79	2135	PEAVEY	1,600.00	05/09/80	20,000.00
08/17/79	NONE	CASH	200.00	06/10/80	15,000.00
08/20/79	2133	JAMES WEAVER	8,000.00	07/15/80	10,000.00
08/24/79	NONE	JAMES WEAVER	2,000.00	08/04/80	7,000.00
08/27/79	NONE	CASH	200.00	08/11/80	5,000.00
08/31/79	NONE	CASH	100.00	08/25/80	20,000.00
08/31/79	NONE	JAMES WEAVER	500.00	09/29/80	2,000.00
09/15/79	2137	HERMAN I. MILLER	100.00	09/29/80	5,000.00
10/01/79	NONE	U.S. NATIONAL BANK	160.27	10/10/80	7,565.00
10/23/79	2144	JAMES WEAVER	5,000.00	10/20/80	1,500.00
10/30/79	2142	JAMES WEAVER	9,500.00	10/27/80	19,400.07
11/06/79	2145	JAMES WEAVER	10,000.00	10/29/80	20,000.00
11/06/79	2146	JAMES WEAVER	5,000.00	12/12/80	30,341.33
11/06/79	2143	JAMES WEAVER	1,000.00	12/16/80	16,000.00
11/14/79	2148	JAMES WEAVER	9,000.00	01/29/81	995.34
11/14/79	2149	JAMES WEAVER	9,000.00	02/10/81	20,000.00
11/26/79	2153	ALLISON WEAVER	240.00	06/02/81	5,657.00
12/10/79	2160	JAMES WEAVER	9,000.00	06/15/81	9,000.00
12/13/79	2161	JAMES WEAVER	5,000.00	07/02/81	30,000.00
12/14/79	NONE	U.S. NATIONAL BANK	10,283.83	07/02/81	1,000.00
12/17/79	2152	JAMES WEAVER	15,000.00	07/10/81	223.75
12/26/79	2173	U.S. NATIONAL BANK	2,657.59	08/03/81	18,634.75
12/28/79	2163	LANE COUNTY	2,449.18	08/14/81	400.00
12/30/79	2151	FEDERAL LAND BANK	7,963.51	08/25/81	3,000.00
12/31/79	2168	MARILYN LANE	400.00	08/28/81	10,000.00
12/31/79	2174	SALLY WEAVER	300.00	09/04/81	10,000.00
01/01/80	2171	SALLY WEAVER	1,000.00	09/10/81	1,900.00
01/02/80	2165	MERRILL LYNCH	5,000.00	09/16/81	10,000.00
01/08/80	NONE	U.S. NATIONAL BANK	30,000.00	09/22/81	11,000.00
01/08/80	2166	JAMES WEAVER	9,000.00	10/02/81	2,000.00
01/25/80	2177	HERSHNER, HUNTER	357.82	10/06/81	6,000.00
01/28/80	2178	HERMAN I. MILLER	334.29	10/15/81	12,000.00
02/04/80	NONE	U.S. NATIONAL BANK	11,189.84	11/13/81	5,500.00
02/05/80	2182	BAXTER AND HENNING	378.50	11/27/81	700.00
02/05/80	2181	JAMES WEAVER	500.00	12/04/81	1,000.00
02/28/80	2185	JAMES WEAVER	5,000.00	12/09/81	38,000.00

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
02/28/80	2184	JAMES WEAVER	5,000.00	01/08/82	1,500.00
03/18/80	NONE	U.S. NATIONAL BANK	10,061.48	01/14/82	20.80
04/25/80	2193	JAMES WEAVER	25,000.00	01/26/82	5,000.00
04/28/80	2196	HERMAN I. MILLER	144.16	02/02/82	16,000.00
05/10/80	2198	ERIC BACON	300.00	03/10/82	6.00
06/04/80	2195	WHITEATER ENERGY	1,344.00	03/10/82	8,000.00
06/04/80	2194	ERIC BACON	1,855.85	04/01/82	1,800.00
06/10/80	2201	OREGON DEPT REVENUE	2,444.00	04/21/82	230.00
06/11/80	2199	JAMES WEAVER	17,000.00	04/22/82	15,900.00
06/14/80	2204	ERIC BACON	795.00	05/18/82	1,000.00
06/14/80	2205	ERIC BACON	256.00	06/28/82	1,200.00
06/20/80	2208	ERIC BACON	1,000.00	07/02/82	900.00
07/01/80	NONE	NO CANCELED CHECK	1,100.00	07/06/82	282.46
07/01/80	NONE	NO CANCELED CHECK	4,375.16	08/03/82	2,000.00
07/08/80	NONE	NO CANCELED CHECK	1,100.00	08/09/82	3,000.00
07/08/80	NONE	NO CANCELED CHECK	1,054.85	08/30/82	3,500.00
07/11/80	NONE	NO CANCELED CHECK	1,282.16	09/07/82	2,000.00
07/14/80	NONE	NO CANCELED CHECK	1,371.00	09/22/82	2,000.00
07/14/80	NONE	NO CANCELED CHECK	1,100.00	10/05/82	2,000.00
07/17/80	NONE	NO CANCELED CHECK	3,927.00	10/11/82	3,200.00
07/18/80	NONE	NO CANCELED CHECK	1,004.00	10/18/82	800.00
07/18/80	NONE	NO CANCELED CHECK	1,218.36	10/22/82	9,700.00
07/23/80	NONE	NO CANCELED CHECK	2,000.00	11/12/82	15,550.00
08/04/80	NONE	U.S. NATIONAL BANK	442.63	11/24/82	223.23
08/04/80	NONE	CASH	300.00	01/05/83	223.25
08/08/80	NONE	ERIC BACON	1,000.00	01/17/83	12.84
08/11/80	2233	LENORE CUMMINS	1,000.00	01/17/83	400.00
08/11/80	NONE	SALLY WEAVER	35.00	01/17/83	3,000.00
08/11/80	NONE	CASH	200.00	01/20/83	223.25
08/11/80	NONE	LENORE CUMMINS	150.00	02/24/83	223.25
08/15/80	NONE	REGAN WEAVER	100.00	02/25/83	2,500.00
08/15/80	NONE	ALLISON WEAVER	200.00	03/28/83	9,070.77
08/20/80	2236	JAMES WEAVER	2,000.00	03/31/83	223.25
08/22/80	NONE	JAMES WEAVER	500.00	04/06/83	6,975.00
09/02/80	NONE	NO CANCELED CHECK	15,000.00	05/27/83	1,100.00
09/11/80	NONE	NO CANCELED CHECK	1,263.38	06/06/83	8,150.00
09/11/80	NONE	NO CANCELED CHECK	1,916.90	06/14/83	1,000.00
09/30/80	NONE	NO CANCELED CHECK	1,750.00	07/08/83	5,000.00
09/30/80	NONE	NO CANCELED CHECK	5,311.46	08/19/83	130.65
10/20/80	NONE	PEAVEY	2,335.10	08/29/83	900.00
10/20/80	NONE	CASH	200.00	09/23/83	3,000.00
10/20/80	NONE	JOE ROMAMA CHEVROLET	4,344.00	09/27/83	1,800.00
10/20/80	NONE	SARAH WEAVER	251.40	10/28/83	200.00
10/27/80	NONE	PEAVEY	5,000.00	11/22/83	100.00
10/27/80	NONE	CASH	300.00	11/30/83	1,600.00
10/30/80	NONE	PEAVEY	10,000.00	12/07/83	4,000.00
10/30/80	NONE	PEAVEY	17,000.00	12/12/83	4,000.00
12/11/80	NONE	CASH	300.00	12/14/83	460.00
12/11/80	NONE	U.S. NATIONAL BANK	5,352.46	12/14/83	50.00
12/12/80	2265	DONALD R. FURTICK	5,500.00	12/19/83	6,642.72
12/12/80	2261	SALLY WEAVER	3,147.99	12/22/83	400.00

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-995 BUSINESS CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
12/12/80	NONE	U.S. NATIONAL BANK	15,005.15	12/22/83	1,730.21
12/12/80	2266	LENORE CUMMINS	10,000.00	01/20/84	100.00
12/19/80	NONE	CASH	200.00	02/02/84	1,500.00
12/23/80	NONE	CASH	900.00	02/05/84	2,000.00
01/01/81	2267	SALLY WEAVER	7,000.00	02/10/84	1,000.00
01/01/81	2260	OREGON DEPT VET AFFAIR	694.00	02/23/84	100.00
01/26/81	2272	OREGON DEPT VET AFFAIR	694.00	03/01/84	1,500.00
01/28/81	2273	JAMES WEAVER	1,500.00	03/22/84	100.00
02/06/81	2274	JAMES WEAVER	200.00	03/29/84	1,500.00
02/09/81	2277	PEAVEY	9,000.00	05/04/84	1,400.00
02/10/81	NONE	CASH	200.00	05/19/84	9,000.00
02/27/81	2285	JAMES WEAVER	2,500.00	05/23/84	100.00
02/28/81	2278	OREGON DEPT VET AFFAIR	694.00	05/29/84	3,900.00
03/16/81	NONE	U.S. NATIONAL BANK	8,353.97	05/31/84	100.00
05/18/81	NONE	U.S. NATIONAL BANK	383.18	05/11/84	300.00
05/21/81	2309	CASH	200.00	06/11/84	13,800.00
06/01/81	2284	OREGON DEPT VET AFFAIR	694.00	06/15/84	19,997.00
06/01/81	2287	COMMODITY CHART SERVIC	155.00	06/22/84	14.00
06/16/81	2323	LEE ALLEN & FARLEY	1,050.00	08/02/84	600.00
06/16/81	NONE	U.S. NATIONAL BANK	12,176.38	08/22/84	100.00
06/25/81	2167	OREGON DEPT VET AFFAIR	694.00	08/30/84	1,500.00
07/01/81	2319	OREGON DEPT VET AFFAIR	857.00	09/14/84	200.00
07/02/81	NONE	WEDBUSH, NOBLE, COOKE	5,000.00	09/17/84	5,200.00
07/02/81	NONE	PEAVEY	9,000.00	09/21/84	200.00
07/02/81	NONE	WEDBUSH, NOBLE, COOKE	9,000.00	10/08/84	300.00
07/06/81	2320	OREGON DEPT REVENUE	851.18	10/25/84	200.00
07/25/81	2331	WEDBUSH, NOBLE, COOKE	5,000.00	10/31/84	1,500.00
08/01/81	2349	OREGON DEPT VET AFFAIR	694.00	11/28/84	900.00
08/01/81	2313	JANE SEEGAL	500.00	12/03/84	2,000.00
08/03/81	2314	WEDBUSH, NOBLE, COOKE	9,000.00	01/28/85	2,172.37
08/03/81	2316	PEAVEY	9,000.00	02/04/85	2,000.00
08/06/81	NONE	CASH	200.00	03/04/85	2,500.00
08/23/81	2342	CASH	200.00	05/02/85	250.00
08/23/81	2337	SANDRA SCHALLER	200.00	07/01/85	9,500.00
08/23/81	2339	CASH	300.00	08/05/85	165.22
08/23/81	2340	CASH	500.00	10/18/85	20.47
08/27/81	2347	PEAVEY	1,000.00	BANK ENTRY	3.50
08/27/81	2348	PEAVEY	10,000.00	BANK ENTRY	8,000.00
09/02/81	NONE	CASH	150.00		
09/05/81	2344	JAMES WEAVER	5,000.00		
09/07/81	2343	JAMES WEAVER	7,000.00		
09/15/81	2346	JAMES WEAVER	9,900.00		
09/21/81	2351	OREGON DEPT VET AFFAIR	694.00		
09/21/81	2350	OREGON DEPT VET AFFAIR	694.00		
09/22/81	2352	JANE SEEGAL	500.00		
09/23/81	2354	JAMES WEAVER	10,000.00		
09/24/81	2357	WILLIAM CREAGER	1,100.00		
10/01/81	2356	JAMES WEAVER	5,000.00		
10/08/81	2360	SALLY WEAVER	3,000.00		
10/08/81	2358	MARILYN LANE	6,000.00		
10/13/81	NONE	U.S. NATIONAL BANK	1,109.59		

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
10/14/81	2363	JAMES WEAVER	2,000.00		
10/25/81	2367	ALLISON WEAVER	50.00		
10/26/81	2368	JAMES WEAVER	500.00		
10/30/81	NONE	PEAVEY	5,000.00		
11/09/81	2418	JANE SEEGAL	318.00		
11/20/81	2369	CASH	500.00		
12/02/81	2365	SALLY WEAVER	5,500.00		
12/07/81	2421	JAMES WEAVER	28,000.00		
12/15/81	2371	JAMES WEAVER	2,000.00		
12/21/81	2372	JAMES WEAVER	1,000.00		
12/21/81	2432	JAMES WEAVER	1,000.00		
12/30/81	NONE	CASH	300.00		
01/01/82	2425	OREGON DEPT VET AFFAIR	694.00		
01/08/82	NONE	U. S NATIONAL BANK	1,459.73		
01/21/82	2435	ANTHONY'S KEY RESORT	20.00		
01/21/82	2373	JAMES WEAVER	3,000.00		
01/30/82	2377	OREGON DEPT VET AFFAIR	782.00		
01/30/82	2376	HERSHNER, HUNTER	345.00		
02/16/82	2440	JAMES WEAVER	16,000.00		
03/01/82	2361	OREGON DEPT VET AFFAIR	782.00		
03/09/82	2375	JAMES WEAVER	4,000.00		
03/10/82	2441	DONALD R. FURTICK	3,000.00		
03/27/82	2383	OREGON DEPT VET AFFAIR	782.00		
04/21/82	2385	MARILYN LANE	11,000.00		
04/22/82	2386	DONALD R. FURTICK	4,590.00		
05/01/82	2388	OREGON DEPT VET AFFAIR	782.00		
05/18/82	2414	JACK BRADFORD	258.18		
05/18/82	2395	CASH	100.00		
06/01/82	2412	OREGON DEPT VET AFFAIR	782.00		
06/30/82	2397	PEAVEY	500.00		
07/01/82	2401	OREGON DEPT VET AFFAIR	1,564.00		
08/04/82	2408	U. S. NATIONAL BANK	1,983.29		
08/25/82	2402	PEAVEY	4,000.00		
08/30/82	2393	CASH	200.00		
09/01/82	2444	CRESCENT LAKE LODGE	109.00		
09/07/82	NONE	U. S. NATIONAL BANK	1,512.26		
09/16/82	2443	JAMES WEAVER	3,000.00		
10/01/82	2442	OREGON DEPT VET AFFAIR	1,554.00		
10/12/82	2449	SALLY WEAVER	5,000.00		
10/13/82	2448	PEAVEY	1,300.00		
10/18/82	NONE	U. S. NATIONAL BANK	2,000.00		
10/18/82	2450	PEAVEY	400.00		
10/22/82	NONE	U. S. NATIONAL BANK	1,507.26		
10/22/82	2452	PEAVEY	5,000.00		
10/28/82	2451	PEAVEY	1,000.00		
10/28/82	2457	JAMES WEAVER	500.00		
11/04/82	2458	AMERICAN EXPRESS	3,798.64		
11/08/82	NONE	U. S. NATIONAL BANK	1,512.26		
11/12/82	2446	OREGON DEPT VET AFFAIR	782.00		
11/12/82	2460	JAMES WEAVER	1,000.00		
11/12/82	2462	PEAVEY	1,000.00		

U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
11/12/82	2468	LUVVAS, COBB	274.50		
11/30/82	2471	JAMES WEAVER	4,000.00		
12/06/82	NONE	U.S. NATIONAL BANK	1,512.26		
01/00/83	2485	PEAVEY	30.00		
01/05/83	NONE	U.S. NATIONAL BANK	1,512.26		
01/10/83	2470	JAMES WEAVER	200.00		
01/14/83	2484	PEAVEY	500.00		
02/18/83	2475	CASH	200.00		
02/20/83	2480	OREGON DEPT VET AFFAIR	898.00		
02/25/83	2483	JAMES WEAVER	1,500.00		
03/09/83	2489	JAMES WEAVER	200.00		
03/20/83	2492	OREGON DEPT VET AFFAIR	898.00		
03/20/83	2481	JAMES WEAVER	2,000.00		
03/23/83	2490	JAMES WEAVER	300.00		
03/24/83	2482	JAMES WEAVER	500.00		
03/25/83	NONE	U.S. NATIONAL BANK	1,467.68		
03/30/83	2515	JOE RUTLEDGE	2,150.00		
04/01/83	2488	OREGON DEPT VET AFFAIR	898.00		
04/10/83	2514	PEAVEY	3,000.00		
04/13/83	2487	JAMES WEAVER	1,000.00		
04/19/83	2516	JAMES WEAVER	500.00		
04/28/83	2503	CASH	500.00		
05/17/83	2502	JAMES WEAVER	2,600.00		
05/25/83	2506	JAMES WEAVER	300.00		
05/27/83	2500	OREGON DEPT VET AFFAIR	898.00		
06/03/83	2499	JOE RUTLEDGE	4,000.00		
06/03/83	2493	MANDEL SKILLMAN	4,000.00		
06/09/83	2519	JAMES WEAVER	400.00		
06/27/83	2505	CASH	500.00		
07/01/83	2508	JAMES WEAVER	3,000.00		
07/07/83	2520	OREGON DEPT VET AFFAIR	1,580.00		
07/08/83	2522	CASH	150.00		
08/24/83	NONE	U.S. NATIONAL BANK	200.00		
08/29/83	2531	OREGON DEPT VET AFFAIR	898.00		
09/06/83	2525	JAMES WEAVER	2,000.00		
09/16/83	2512	JAMES WEAVER	500.00		
09/19/83	2523	OREGON DEPT VET AFFAIR	898.00		
09/20/83	NONE	U.S. NATIONAL BANK	175.00		
09/27/83	NONENONE	U.S. NATIONAL BANK	531.95		
10/14/83	2527	U.S. NATIONAL BANK	175.00		
10/20/83	NONE	U.S. NATIONAL BANK	100.00		
10/28/83	NONE	U.S. NATIONAL BANK	531.95		
11/01/83	106	OREGON DEPT VET AFFAIR	898.00		
11/21/83	NONE	U.S. NATIONAL BANK	100.00		
11/22/83	109	JAMES WEAVER	600.00		
11/29/83	121	JAMES WEAVER	5,000.00		
11/29/83	120	JAMES WEAVER	3,000.00		
12/18/83	2534	SALLY WEAVER	4,000.00		
12/19/83	105	U.S. NATIONAL BANK	531.95		
12/19/83	114	U.S. NATIONAL BANK	558.54		
12/19/83	113	JAMES WEAVER	4,000.00		

## U. S. NATIONAL BANK OF OREGON ACCT# 081-0405-985 BUSINESS CHECKING

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
12/20/83	NONE	U.S. NATIONAL BANK	100.00		
01/27/84	2533	JAMES WEAVER	700.00		
02/01/84	102	QUICK PRINT	1,055.18		
02/01/84	125	OREGON DEPT VET AFFAIR	865.00		
02/01/84	128	OREGON DEPT VET AFFAIR	898.00		
02/06/84	129	SARAH WEAVER	100.00		
02/06/84	NONE	U.S. NATIONAL BANK	531.95		
03/01/84	NONE	U.S. NATIONAL BANK	531.95		
03/01/84	130	OREGON DEPT VET AFFAIR	867.00		
03/27/84	138	U.S. NATIONAL BANK	531.95		
04/01/84	139	OREGON DEPT VET AFFAIR	867.00		
05/01/84	2566	U.S. NATIONAL BANK	531.95		
05/14/84	2579	PEAVEY	9,000.00		
05/24/84	2556	JAMES WEAVER	4,000.00		
06/01/84	2559	U.S. NATIONAL BANK	531.95		
06/01/84	2564	WEAVER FOR CONGRESS	5,575.00		
06/01/84	2561	OREGON DEPT VET AFFAIR	867.00		
06/11/84	NONE	U.S. NATIONAL BANK	6,434.42		
06/19/84	126	JAMES WEAVER	4,000.00		
06/30/84	148	WEAVER FOR CONGRESS	10,900.00		
07/01/84	141	OREGON DEPT VET AFFAIR	867.00		
07/10/84	143	CASH	600.00		
07/13/84	147	CASH	500.00		
07/13/84	2581	CASH	400.00		
07/17/84	149	CASH	1,200.00		
07/27/84	151	U.S. NATIONAL BANK	531.95		
08/28/84	2538	U.S. NATIONAL BANK	531.95		
08/30/84	2537	CASH	200.00		
09/17/84	160	JAMES WEAVER	5,200.00		
10/16/84	2535	SARAH WEAVER	22.45		
11/06/84	2543	CORPORATION COMMISSION	25.00		
11/08/84	2545	NO CANCELED CHECK	100.00		
11/14/84	2536	NO CANCELED CHECK	100.00		
12/03/84	NONE	U.S. NATIONAL BANK	1,531.65		
12/27/84	2553	CASH	50.00		
01/28/85	NONE	U.S. NATIONAL BANK	1,822.44		
02/04/85	2555	JAMES WEAVER	2,000.00		
03/06/85	NONE	NO CANCELED CHECK	2,200.00		
06/30/85	2587	WEAVER FOR CONGRESS	8,650.00		
07/01/85	2592	SALLY WEAVER	600.00		
NONE	NONE	WEAVER FOR CONGRESS	2,000.00		

## EXHIBIT 5

U.S. NATIONAL BANK OF OREGON ACCT# 081-0448-787 PERSONAL CHECKING

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT

PEAVEY ACCT# 120-12084 PER. COMMODITY ACCT

CASH CUT			CASH IN		
DATE		AMT	DATE		AMT
10/09/81		5,000.00	08/25/81		8,250.00
12/07/80		3,925.00	08/28/81	10,	000.00
01/14/80	\$	1,475.00	09/10/81		500.00
02/01/80		350.00	09/29/81		000.00
03/05/80		0,000.00	09/29/81		950.00
04/19/80		10,000.00	10/21/81		500.00
			10/21/81		500.00
			10/28/81		000.00
			11/12/81	5,	000.00
			11/16/81		50.00
			12/04/81	20,	000.00
			12/09/81	10,	225.00
			12/15/81	14,	775.00
			12/16/81	1,	275.00
			12/30/81	11,	775.00
			01/11/82	\$2,	758.10
			01/15/82	1,	750.00
			02/16/82		85.94
			02/23/82	11,	000.00
			02/25/82	4,	000.00
			03/02/82	8,	960.00
			03/05/82	5,	500.00
			03/10/82	14,	000.00
			05/12/82		525.00
			06/09/82		601.81
			07/02/82		500.00
			08/05/82	15,	000.00
			09/31/82	4,	000.00
			09/14/82	2,	700.00
			09/24/82		593.75



PEAVEY ACCT# 124-12496 PER. COMMODITY ACCT

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
		10/08/82	\$5,000.00
		10/12/82	500.00
		10/14/82	1,300.00
		10/20/82	400.00
		10/25/82	5,000.00
		10/28/82	1,000.00
		10/29/82	1,875.00
		11/16/82	1,000.00
		12/02/82	4,000.00
		12/08/82	2,000.00
		12/10/82	2,000.00
		12/27/82	1,425.00
		01/13/83	30.00
		01/18/83	500.00
		01/20/83	105.00
		02/02/83	1,200.00
		02/09/83	2,200.00
		02/14/83	5,000.00
		02/25/83	1,000.00
		03/23/83	100.00
		03/25/83	2,000.00
		03/29/83	1,500.00
		04/14/83	2,135.14
		04/22/83	3,000.00

PEAVEY PERS. COMMODITY ACCOUNT # 121-12195

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
05/16/83	\$4,000.00	05/17/83	\$4,000.00
05/17/83	2,993.86	07/12/83	554.80
05/18/83	1,000.00	07/26/83	400.00
10/18/83	1,925.00	08/09/83	1,000.00
10/26/83	1,614.74	08/23/83	1,000.00
10/28/83	761.87	08/30/83	1,800.00
11/08/83	312.37	09/06/83	2,000.00
12/12/83	4,000.00	09/21/83	15,000.00
12/22/83	1,730.21	10/06/83	1,500.00
		10/28/83	1,000.00
		11/03/83	500.00
		11/07/83	2,000.00
		11/16/83	1,600.00
		11/22/83	500.00
		11/30/83	400.00
		12/02/83	3,000.00
		12/05/83	5,000.00
		12/16/83	2,000.00
		12/21/83	1,400.00

## PEAVEY PERSONAL COMMODITY ACCOUNT # 480-48896

.CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
02/10/84	\$29,409.30	02/10/84	\$30,000.00
05/10/84	29,277.50	05/10/84	29,409.30
05/18/84	37.70	05/14/84	14,638.75
05/23/84	1,572.29	05/16/84	9,000.00
		05/18/84	14,638.75

EXHIBIT 10

WEDBUSH, NOBLE, COOKE, INC.  
PERS. COMMODITY ACCOUNT # 480AA-48896

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
06/15/84	\$20,000.00	06/04/84	\$30,000.00
06/18/84	2,000.00		

WEDBUSH, NOBLE, COOKE, INC.  
 PERSONAL COMMODITY ACCOUNT # 488AB-48896  
 CASH OUT CASH IN

DATE	AMT	DATE	AMT
07/03/84	92,050.00	07/31/84	99,200.00
07/09/84	2,000.00	08/10/84	1,700.00
11/09/84	9,858.50	08/29/84	1,000.00
12/03/84	2,000.00	09/14/84	1,500.00
12/21/84	20.86	09/14/84	1,500.00
02/04/85	2,000.00	10/09/84	885.94
03/04/85	2,500.00	10/19/84	15,000.00
11/29/85	200.00	11/06/84	15,000.00
		11/26/84	15,000.00
		12/21/84	9,858.20
		12/26/84	2,000.00
		12/28/84	3,300.00
		01/30/85	3,000.00
		01/30/85	1,000.00
		02/14/85	300.00
		03/01/85	2,000.00
		03/25/85	787.42
		03/26/85	1,000.00
		03/26/85	1,500.00
		04/01/85	100.00
		05/03/85	1,000.00
		05/09/85	300.00
		05/09/85	1,000.00
		05/29/85	1,000.00
		07/26/85	92.24
		08/07/85	1,000.00
		08/13/85	300.00
		08/23/85	500.00
		10/18/85	991.74

WEDBUSH, NOBLE, COOKE, INC.  
 PERSONAL STOCK ACCOUNT # 060-026514-210

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
04/22/81	\$1,225.00	05/15/81	\$4,863.37
04/29/81	2,450.00	07/07/81	9,000.00
07/10/81	1,775.00	07/07/81	5,000.00
07/29/81	8,700.00	07/27/81	5,000.00
09/18/81	5,200.00	07/28/81	16,500.00
08/25/81	8,250.00	08/12/81	925.00
08/25/81	2,060.98	11/04/81	1,100.00
12/09/81	3,950.00		
12/09/81	10,225.00		
12/09/81	38,000.00		
12/15/81	592.77		
12/15/81	14,775.00		
12/16/81	1,275.00		
12/16/81	2,000.00		
12/30/81	11,775.00		
01/06/82	2,408.10		

## U. S. NATIONAL BANK OF OREGON CAMPAIGN CHECKING ACCOUNT # 104-0061-663

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
08/10/77	NONE	NO CANCELED CHECK	92,000.00	02/23/78	92,711.00
10/25/77	NONE	NO CANCELED CHECK	1,144.00	03/02/78	75.00
11/07/77	NONE	NO CANCELED CHECK	1,000.00	03/10/78	35.00
11/26/80	1107	JOE RUTLEDGE	95.00	09/16/77	468.00
12/01/80	1108	MARDEL SKILLMAN	103.00	09/19/77	475.00
12/19/80	1132	LEAGUE OF CONC VOTERS	1,500.00	11/08/77	340.00
12/19/80	1133	LEAGUE OF CONC VOTERS	1,500.00	11/14/77	100.00
12/19/80	1137	JOE RUTLEDGE	100.00	11/17/77	355.00
08/12/81	1173	MARDEL SKILLMAN	167.99	11/22/77	1,175.00
08/30/81	1197	OSG CAMPAIGN	1,700.00	12/07/77	50.00
10/27/81	1221	MARDEL SKILLMAN	18.00	10/22/82	25,000.00
11/12/81	1225	MARDEL SKILLMAN	20.00	10/25/82	500.00
12/09/81	1238	MARDEL SKILLMAN	50.00	10/25/82	250.00
12/10/81	1239	MARDEL SKILLMAN	25.00	10/25/82	165.00
12/15/81	1241	MARDEL SKILLMAN	67.31	10/25/82	1,200.25
12/22/81	1248	JOE RUTLEDGE	39.00	10/25/82	500.00
01/18/82	1255	MARDEL SKILLMAN	50.00	10/25/82	1,252.00
02/08/82	1273	OSG CAMPAIGN	1,000.00	10/25/82	250.00
02/11/82	1276	COLUMBIA DAILY SAVINGS	20,000.00	10/25/82	300.00
03/ /82	1281	TARGETED CONN	1,000.00	10/25/82	1,500.00
03/30/82	1285	TCC/PRODUCTION ACCT	3,180.00	10/25/82	200.00
05/13/82	1301	OSG CAMPAIGN	1,600.00	10/25/82	500.00
05/17/82	1305	MARDEL SKILLMAN	1,200.00	10/25/82	500.00
05/ /82	1329	JAMES WEAVER	232.00	10/25/82	372.50
05/ /82	1339	MARDEL SKILLMAN	20.00	10/25/82	655.00
06/21/82	1335	MARDEL SKILLMAN	47.00	10/25/82	544.00
06/21/82	1336	TCC/PRODUCTION ACCT	3,024.00	10/25/82	1,000.00
06/23/82	1337	MARDEL SKILLMAN	80.00	10/25/82	1,000.00
07/23/82	1355	MARDEL SKILLMAN	491.55	10/25/82	2,500.00
08/ /82	1177	JOE RUTLEDGE	175.00	10/25/82	250.00
08/ /82	1167	RANDY U.	1,000.00	10/26/82	100.00
08/05/82	1395	MARDEL SKILLMAN	1,000.00	10/27/82	1,215.00
08/17/82	1425	BBC	1,398.55	10/27/82	277.00
08/27/82	1456	COLUMBIA DAILY SAVINGS	12,000.00	10/27/82	1,000.00
08/30/82	1459	MARDEL SKILLMAN	2,000.00	10/27/82	200.00
08/31/82	1456	JOE RUTLEDGE	42.00	10/27/82	1,000.00
08/01/82	1469	JOE RUTLEDGE	72.97	10/27/82	122.50
09/ /82	1482	TED HALLOCK, INC.	1,000.00	10/27/82	1,140.00
09/ /82	1483	LOCAL COLOR	5,000.00	10/27/82	250.00
09/15/82	1510	BEAVERTON PACKAGING	1,845.00	10/27/82	500.00
09/20/82	1516	BEAVERTON PACKAGING	1,111.20	10/27/82	1,520.00
09/21/82	1517	JOE RUTLEDGE	7,500.00	10/27/82	241.00
09/21/82	1518	JOE RUTLEDGE	2,219.00	10/27/82	1,445.00
09/21/82	1519	JOE RUTLEDGE	5,000.00	10/27/82	200.00
09/22/82	1523	PNW BELL	1,845.00	10/27/82	250.00
09/29/82	1549	PNW BELL	1,392.83	10/29/82	25.00
10/ /82	1600	NO CANCELED CHECK	20,000.00	10/29/82	250.00
10/ /82	1651	NO CANCELED CHECK	4,000.00	10/29/82	250.00
10/01/82	1664	OSG CAMPAIGN	1,500.00	10/29/82	300.00
10/06/82	1663	TED HALLOCK, INC.	5,000.00	10/29/82	500.00
10/08/82	1690	DAILY JNL OF COMMERCE	10,327.39	10/29/82	500.00

U. S. NATIONAL BANK OF OREGON CAMPAIGN CHECKING ACCOUNT # 104-0061-663

WITHDRAWALS				DEPOSITS	
DATE	CK#	PAYEE	AMT	DATE	AMT
10/15/82	1616	TED HALLOCK, INC	4,000.00	10/29/82	1,000.00
10/18/82	1630	TED HALLOCK, INC	15,000.00	10/29/82	50.00
10/19/82	1624	POST OFFICE	5,643.72	10/29/82	500.00
10/19/82	1633	LOCAL COLOR	1,493.55	10/29/82	500.00
10/22/82	1656	TED HALLOCK, INC	20,000.00	10/29/82	500.00
10/22/82	NONE	NO CANCELED CHECK	1,000.00	10/29/82	500.00
10/23/82	1657	AD TYPE	1,037.25	10/29/82	1,023.00
10/23/82	1659	SPRINGFIELD NEWS	3,357.85	10/29/82	55.00
10/25/82	1663	REGISTER GUARD	2,025.00	10/29/82	1,023.00
10/25/82	1665	POST OFFICE	2,358.31	10/29/82	90.00
10/26/82	1680	SPRINGFIELD NEWS	1,581.92	10/29/82	1,040.00
10/27/82	1705	MARDEL SKILLMAN	1,066.67	10/29/82	200.00
10/27/82	1686	QUICK PRINT	1,154.36	10/29/82	1,405.00
10/27/82	1688	COOS BAY WORLD	1,050.00	10/29/82	65.00
11/01/82	1740	MONIQUE TRAINOR	1,500.00	10/29/82	1,000.00
11/02/82	1741	QUICK PRINT	1,824.72	10/29/82	200.00
11/03/82	1743	WEDBUSH, COOKE, NOBLE	15,000.00	10/29/82	2,000.00
11/24/82	1775	MARDEL SKILLMAN	162.00	11/01/82	72.00
12/13/82	1790	MARDEL SKILLMAN	175.00	11/01/82	500.00
05/15/84	1865	JAMES WEAVER	5,500.00	11/01/82	250.00
08/08/84	1957	JAMES WEAVER	180.00	11/01/82	200.00
08/28/84	17	JAMES WEAVER	161.43	11/01/82	250.00
09/14/84	1894	JAMES WEAVER	163.18	11/01/82	75.00
10/18/84	NONE	WEDBUSH, NOBLE, COOKE	15,000.00	11/01/82	120.00
11/01/84	1917	HENDRICKSON FOR SENATE	1,000.00	11/01/82	500.00
11/05/84	NONE	WEDBUSH, NOBLE, COOKE	15,000.00	11/01/82	352.00
11/21/84	NONE	WEDBUSH, NOBLE, COOKE	15,000.00	11/01/82	1,145.00
12/27/84	150	WEDBUSH, NOBLE, COOKE	3,300.00	11/24/82	3,195.00
01/04/85	104	JAMES WEAVER	256.48	12/06/82	1,354.83
01/16/86	2005	SIDNEY LEIKEN	1,000.00	12/09/82	70.00
02/14/86	1929	SIDNEY LEIKEN	500.00	02/28/84	920.00
				03/23/84	1,155.00
				05/21/84	100.00
				05/21/84	1,180.00
				05/21/84	1,588.00
				06/11/84	5,825.00
				06/22/84	751.00
				07/02/84	10,380.00
				08/01/84	1,495.00
				08/22/84	745.00
				08/23/84	29.19
				09/20/84	1,595.00
				09/21/84	595.00
				10/08/84	3,500.00
				10/16/84	2,355.00
				10/19/84	7,480.00
				10/22/84	2,424.00
				10/31/84	1,050.00
				10/31/84	50.00
				11/05/84	2,690.75
				11/13/84	6,055.00



U. S. NATIONAL BANK OF OREGON CAMPAIGN CHECKING ACCOUNT # 104-0061-663

WITHDRAWALS			DEPOSITS		
DATE	CK#	PAYEE	AMT	DATE	AMT
				11/21/84	5,409.12
				01/22/85	1,954.12
				01/30/85	331.80
				02/07/85	140.70
				01/21/86	575.00
				02/04/86	610.00
				02/14/86	100.00
				02/26/86	210.00
				03/17/86	50.00

WEDBUSH, NOBLE, COOKE, INC.  
CAMPAIGN STOCK ACCOUNT # 060-377082-210

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
11/10/82	\$5,000.00	11/03/82	\$15,000.00
11/12/82	5,500.00		
11/19/82	4,000.00		
12/07/82	732.50		

## PEAVEY CAMPAIGN COMMODITY ACCOUNT # 120-12086

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
10/21/81	500.00	08/17/81	5,200.00
11/16/81	50.00	08/25/81	2,060.98
01/15/82	91,750.00	08/31/81	1,000.00
02/16/82	86.94	10/09/81	5,000.00
02/23/82	11,000.00	12/07/81	3,925.00
02/25/82	4,000.00	12/10/81	3,950.00
03/02/82	8,960.00	12/16/81	592.77
03/05/82	5,500.00	12/17/81	2,000.00
03/10/82	14,000.00	01/14/82	1,475.00
05/12/82	525.00	01/22/82	5,000.00
06/09/82	601.81	02/01/82	350.00
		02/10/82	5,000.00
		02/10/82	2,000.00
		02/10/82	9,000.00

PEAVEY CAMPAIGN COMMODITY ACCOUNT # 124-12499

CASH OUT		CASH IN	
DATE	AMT	DATE	AMT
		11/10/82	\$5,000.00
		11/15/82	5,300.00
		11/19/82	4,000.00
		12/07/82	732.50
		12/17/82	3,334.48

EXHIBIT 17

**HAND DELIVERED**

December 17, 1985

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

RE: Campaign Committees: Weaver for Congress Committees - House  
 I.D. # 035530 and I.D. # 052973

Dear Sir:

Weaver For Congress Committee House ID # 035530 functioned as my campaign committee in the year and for the election of 1974. During that period I loaned the Committee \$24,500.00 of my personal cash funds. Weaver For Congress Committee # 035530 continued to report this loan, less payments of \$3,000.00 to April, 1979, and was never terminated.

Weaver For Congress Committee ID # 052973 was formed in the year and for the election of 1976. Both Committees continued to run concurrently, but activity was in ID 052973.

Through these years I was anxious to have the Committee repay the loan I made to it together with accrued interest. I was erroneously and unofficially informed that my loans could not be repaid, though I continued to believe the loan should be repaid and would be repaid. I have now been informed, verbally and unofficially, by Mr. Brad Ritchfield of the FEC, that such a loan can be repaid.

I am with this letter and with the attached amended reports for both ID 035530 and ID 052973, transferring the obligations of Weaver For Congress Committee ID 035530 (which include not only my loan but a similar loan made to the Committee by Sidney Leiken) to Weaver For Congress Committee ID 052973 as of July 1, 1981. I am also terminating Weaver For Congress Committee ID 035530 effective December 21, 1985.

Payments made by Weaver For Congress ID 052973 to myself as loans to me by the Committee are now constituted, as they should be, payment of principle and interest on the loan I made to

0501292946

RECEIVED  
 18 11 3 1985

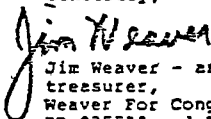
December 20, 1985

Page two

Weaver For Congress in 1974. The amended reports attached do not include every report made to you from 1974, but do include amendments to each report which show activity on the loans. Should you wish me to file amended reports for each and every report, please inform me; otherwise, this letter shall stand for such amendments.

Thank you very much.

Sincerely,



Jim Weaver - as candidate and  
treasurer,  
Weaver For Congress Committee  
ID 035530 and ID 052973

JW:mml

For Authorized Committee

(Summary Page)

ALICN AWA) **HAND DELIVERED**

1. Name of Candidate (or Full Name)  
**Weaver for Congress**

2. FEC Identification Number  
**HOUSE T.D. # 015530**

3. Is this Report an Amendment?  
 YES  NO

City, State and Zip Code  Check if address is different than previously reported.

4. TYPE OF REPORT

X Transfer of debt obligation

April 15 Quarterly Report  Twelfth day report preceding \_\_\_\_\_ election on \_\_\_\_\_ in the State of \_\_\_\_\_

July 15 Quarterly Report  Thirtieth day report following the General Election on \_\_\_\_\_ in the State of \_\_\_\_\_

October 15 Quarterly Report

January 31 Year End Report

July 31 Mid Year Report (Non-election Year Only)  Termination Report

R 15012920940

This report contains activity for  Primary Election  General Election  Special Election  Runoff Election

SUMMARY		COLUMN A	COLUMN B
Covering Period <u>Jan. 1, 1979</u> through <u>July 1, 1981</u>		The Period	Calendar Year-to-Date
5.	Net Contributions (other than loans)		
(a)	Total Contributions (other than loans) (From Line 11 (a))		
(b)	Total Contribution Refunds (From Line 20 (a))		
(c)	Net Contributions (other than loans) (subtract Line 5 (b) from 5 (a))		
6.	Net Operating Expenditures		
(a)	Total Operating Expenditures (from Line 17)		
(b)	Total Offsets to Operating Expenditures (from Line 14)		
(c)	Net Operating Expenditures (Subtract Line 7 (b) from 7 (a))		
8.	Cash on Hand at Close of Reporting Period (from Line 27)	51.67	
9.	Debits and Obligations Owed TO The Committee (Items a) on Schedule C or Schedule D)		
10.	Debits and Obligations Owed BY The Committee (Items a) on Schedule C or Schedule D)	- 0 -	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

**Jim Weaver**

For further information, contact:  
Federal Election Commission  
Toll Free 800-424-9630  
Local 202-623-4068

Type or Print Name of Treasurer

Jim Weaver

12/17/85  
Date

SIGNATURE OF TREASURER

NOTE: Submission of false erroneous or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 317.

All previous versions of FEC FORM 3 and FEC FORM 3a are obsolete and should no longer be used.

FEC FORM 3 (3/81)

of Receipts and Disbursements  
(Page 2, FIC FORM 3)

Name of Committee (or Full) <b>Weaver for Congress Committee</b>		Report Covering the Period	
		From <b>Jan. 1, 1979</b>	To <b>July 1, 1981</b>
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
Memo Entry Unitemized \$ .....			
(b) Political Party Committees .....			
(c) Other Political Committees .....			
(d) The Candidate .....			
(e) TOTAL CONTRIBUTIONS (other than loans (add 11(a), 11(b), 11(c) and 11(d)) .....			
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES .....			
13. LOANS:			
(a) Made or Guaranteed by the Candidate .....			
(b) All Other Loans .....			
(c) TOTAL LOANS (add 13 (a) and 13 (b)) .....			
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)			
Transferred to 052973 of loan obligation .....			
15. OTHER RECEIPTS (Dividends, Interest, etc.) .....			
16. TOTAL RECEIPTS (add 11 (a), 12, 13 (c), 14 and 15) .....			
<b>II. DISBURSEMENTS</b>			
17. OPERATING EXPENDITURES .....			
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES .....			
Loan obligation transferred to 052973 .....			
19. LOAN REPAYMENTS:			
(a) Of Loans Made or Guaranteed by the Candidate .....			
(b) Of All Other Loans .....			
(c) TOTAL LOAN REPAYMENTS (add 19 (a) and 19 (b)) .....			
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees .....			
(b) Political Party Committees .....			
(c) Other Political Committees .....			
(d) TOTAL CONTRIBUTION REFUNDS (add 20 (a), 20 (b), and 20 (c)) .....			
21. OTHER DISBURSEMENTS .....			
22. TOTAL DISBURSEMENTS (add 17, 18, 19 (c), 20 (d) and 21) .....			
<b>III. CASH SUMMARY</b>			
23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD .....		\$	51.67
24. TOTAL RECEIPTS THIS PERIOD (From Line 16) .....		\$	57,722.00
25. SUBTOTAL (Add Line 23 and Line 24) .....		\$	57,773.67
26. TOTAL DISBURSEMENTS THIS PERIOD (From Line 22) .....		\$	57,722.00
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 26 from 25) .....		\$	51.67



FD-503 (Revised 3/72)

## LOANS

LINE NUMBER  
(Use spaces between numbers for each numbered line)

Name of Committee (in Full)			
Weaver for Congress Committee			
A. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Balance Outstanding at Close of This Period
Jim Weaver 33823 Seavey Loop Eugene, Oregon 97405		24,500.00	55,561.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Cumulative Payments To Date	transferred to 052973
Terms: Date Incurred _____ Date Due _____ Interest Rate _____ % (ap) <input type="checkbox"/> Secured			interest accr
List All Endorsers or Guarantors (if any) to item A.			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
Personal Funds	Occupation		
	Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Balance Outstanding at Close of This Period
Sidney Leiken 2230 W. Harvard Roseburg, Oregon 97470		1,500.00	2,161.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Cumulative Payments To Date	transferred to 052973
Terms: Date Incurred <u>1974</u> Date Due <u>on demand</u> Interest Rate <u>14</u> % (ap) <input type="checkbox"/> Secured			inc: crus
List All Endorsers or Guarantors (if any) to item B.			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
Personal Funds	Occupation		
	Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period (This Page optional)			0
TOTALS This Period (Not page in this file only)			0
Carry quantities below only to LINE 2, Schedule D, for this file. If on Schedule D, carry forward to appropriate line of that schedule.			

INTEREST AND PRINCIPLE PAYMENTS ON LOANS TO WEAVER FOR CONGRESS  
COMMITTEE

	INTEREST AT 14% PER ANNUM	LOANS OR PAYMENTS	PRINCIPLE
May, 1974		2,200	
		500	
		2,000	
		800	
		500	6,000
June, 1974	42	1,000	7,000
July, 1974	69	2,000	9,000
Aug., 1974	95	3,000	12,000
Sept., 1974	135	12,500	24,500
Oct.-Dec., 1974	210		
	858		
Jan. 1, 1975			25,909
Jan.-Nov., 1975	3,325		29,234
Nov., 1975		( 500)	28,734
Nov.-Dec., 1975	670		29,404
Jan. 1, 1976			29,404
Jan., 1976	343		29,747
Feb. 1, 1976		( 2,500)	27,247
Feb.-Dec., 1976	3,497		30,744
Jan. 1, 1977			30,744
All, 1977	4,304		35,048
All, 1978	4,907		39,955
All, 1979	5,594		45,549
All, 1980	6,377		51,926
Jan.-June, 1980	3,635		55,561
Payout July, 1981		(18,634.75)	36,926
July 1, 1981			36,926
July-Dec., 1981	2,585		39,511
Jan. 1, 1982			39,511
Jan. - Oct., 1982	4,610		44,121
Nov., 1982			44,121
Payout Nov., 1982		(15,000)	29,121
Nov.-Dec., 1982	679		29,800
All 1983	4,172		33,972
Jan. 1, 1984			33,972
Jan.-June, 1984	2,378		36,350
Loan July 1, 1984		10,932	47,282
July-Oct., 1984	2,206		49,488
Nov. 1, 1984			
Payout Nov., 1984		(48,300)	1,188

## LEIKEN LOAN SCHEDULE

ON LOAN TO WEAVER FOR CONGRESS COMMITTEE

	LOANS OR REPAYMENTS	INTEREST PER ANNUM AT 14%	PRINCIPLE
	1300		
	700		
Jan. 1, 1975		120	920
Jan. 1, 1976		147	1,049
Jan. 1, 1977		167	1,196
Jan. 1, 1978		191	1,363
Jan. 1, 1979		218	1,554
Jan. 1, 1980		248	1,772
Jan. 1, 1981		141	2,020
June 30, 1981		149	2,161
Jan. 1, 1982		323	2,310
Jan. 1, 1983		369	2,633
Jan. 1, 1984		420	3,002
Jan. 1, 1985		479	3,422
Dec. 31, 1985			3,901

## EXHIBIT 18

WEAVER FOR CONGRESS COMMITTEE  
RECEIPTS/DISBURSEMENTS  
1972 TO 1985

<u>Number</u>	<u>Transaction date</u>	<u>Payor/ Payee</u>	<u>Committee receipts</u>	<u>Committee disbursements</u>	<u>Filing certification date</u>	<u>Purpose</u>	<u>Comments</u>
1	May 2, 1972	J.H. Weaver	\$4,500.00			Individual contributions	
2	May 15 & 19, 1972	J.H. Weaver	3,500.00			Loan	See 15
3	May 23, 1972	J.H. Weaver		1 400.00		Loan payment	
4	June 15, 1972	J.H. Weaver	3,900.65			Individual contributions	
5	June 15, 1972	J.H. Weaver		3,500.00		Loan payment	See 12
6	March 13, 1974 March 29, 1974 April 29, 1974	J.H. Weaver	100.00 100.00 2,000.00			Loan	\$24,500 Loan
7	May 13, 1974 May 16, 1974	J.H. Weaver	2,000.00 500.00			Loan	\$24,500 Loan
8	May 20, 1974 May 23, 1974	J.H. Weaver	800.00 500.00			Loan	\$24,500 Loan
9	June 7, 1974 July 15, 1974 July 22, 1974	J.H. Weaver	1,000.00 2,000.00 3,000.00			Loan	\$24,500 Loan
10	September 13, 1974 October 1, 1974	J.H. Weaver Sidney Leiken	12,500.00 500.00			Loan Loan	\$24,500 Loan See #13
11	December 2, 1975	J.H. Weaver		500.00		Repayment of loan	\$24,500 P/T
12	December 5, 1975	J.H. Weaver	500.00			Loan	See 14
13	January 15, 1976 February 9, 1976 January 15, 1976 February 9, 1976 January 15, 1976	J.H. Weaver J.H. Weaver Sidney Leiken Sidney Leiken Lee, Coleman & Allen		1,700.00 800.00 100.00 100.00 100.00		Loan repayment Loan repayment Loan repayment Loan repayment Accounting expense	\$24,500 P/T \$24,500 P/T See 110 See 110
14	February 23, 1976	J.H. Weaver		500.00		Loan repayment	See 112
15	November 5, 1976	J.H. Weaver		2,000.00		Loan to committee	See #16 & #17
16	November 5, 1976	J.H. Weaver	2,000.00			Loan	See #15 & #17

## EXHIBIT 10 (CONTINUED)

WEAVER FOR CONGRESS COMMITTEE  
RECEIPTS/DISBURSEMENTS  
1972 TO 1985

<u>Number</u>	<u>Transaction date</u>	<u>Payor/ payee</u>	<u>Committee receipts</u>	<u>Committee disbursements</u>	<u>Filing certification date</u>	<u>Purpose</u>	<u>Comments</u>
17	August 10, 1977	J.H. Weaver		2,000.00		Loan repayment	See #15 & #16
18	September 9, 1977	J.H. Weaver	1,000.00			Loan	See #19
19	November 17, 1977 November 7, 1977	Joe Rutledge J.H. Weaver		29.60 1,000.00		Expenses reimbursement Repay loan	See #18
20	February 28, 1979 July 24, 1979 September 10, 1979 September 20, 1979	J.H. Weaver Jean Larson Donald Clark Cheryl Kolander	200.00 200.00 500.00 500.00			Contribution Contribution Contribution Contribution	
21	July 2, 1981	J.H. Weaver		10,634.75	07/31/81 01/31/82	Loan for investment income for committee	See #22
22	July 2, 1981	J.H. Weaver		10,634.75	12/17/85	Payment of interest on Loan	\$24,500 P/T See #21
23	November 3, 1982	J.H. Weaver		15,000.00		Pay interest on loan	\$24,500 P/T
24	May 15, 1984	J.H. Weaver		5,500.00	08/24/84	Investment	See #25 & #26, #27, & #28
25	May 15, 1984	J.H. Weaver		5,500.00	12/17/85	Repay loan	See #24, #26, # & #28
26	June 1, 1984	J.H. Weaver	5,500.00		08/24/84	Return investment prin.	See #24, #25, # & #28
27	June 1, 1984	J.H. Weaver	75.00		08/24/84	Investment interest	See #24, #25, # & #28
28	June 1, 1984	J.H. Weaver	5,575.00		12/17/85	Loan-personal funds	See #24, #25, # & #27
29	June 30, 1984	J.H. Weaver	10,932.00		08/24/84	Investment interest	See #30
30	June 30, 1984	J.H. Weaver	10,932.00		12/17/85	Loan-personal funds	\$24,500 P/T, See #29
31	November 27, 1984	J.H. Weaver		27,908.00	12/17/85	Interest on loan	\$24,500 P/T, See #33

## EXHIBIT 18 (CONTINUED)

WEAVER FOR CONGRESS COMMITTEE  
RECEIPTS/DISBURSEMENTS  
1972 TO 1985

<u>Number</u>	<u>Transaction date</u>	<u>Payor/ payee</u>	<u>Committee receipts</u>	<u>Committee disbursements</u>	<u>Filing certification date</u>	<u>Purpose</u>	<u>Comments</u>
32	November 27, 1984	J.H. Weaver		20,312.00	12/17/85	Principal payment on loan	\$24,500 P/T; See §33
33	December 5, 1984	J.H. Weaver		48,300.00	02/28/85	Loan investment	\$24,500 P/T; See §31 & §32
34	June 30, 1985	J.H. Weaver	8,650.00		07/30/85	Interest on investment	See §35
35	June 30, 1985	J.H. Weaver	8,650.00		12/17/85	Loan	See §34
36	July 1, 1985	J.H. Weaver		8,500.00	01/31/86	Repay loan	
37	December 31, 1985	J.H. Weaver	1,510.00		01/31/86	Funds to offset loan	See §38
38	December 31, 1985	J.H. Weaver		1,510.00	01/31/86	Repay loan	See §37



EXHIBIT 19

UNITED STATES NATIONAL BANK OF OREGON  
A Subsidiary of U.S. Bancorp .

17TH & OAK BRANCH  
89 E. SEVENTEENTH AVENUE  
P.O. BOX 3427, EUGENE, OREGON 97403  
HEAD OFFICE — PORTLAND

February 26, 1986

James H. Weaver  
1226 Longworth House Office  
Washington DC 20515

Dear Mr. Weaver

Below, please find the information you requested with regard to the Time Certificate of Deposit #25-00655582, payable to Jim Weaver for Congress Committee.

Purchase value	\$18,379.00
Int earned to date of withdrawal	255.75
<hr/>	
TOTAL PAID	\$18,634.75

The total paid, \$18,634.75 was credited to checking 081-0405-985.

Please see attached information for complete explanation of transaction.

Sincerely

Virginia L. Pawley -  
Personal Service Rep.  
(503) 687-7825

## NON-NEGOTIABLE CERTIFICATE OF DEPOSIT

2.524% March 26, 1981  
RATE  
ISSUE DATESeptember 24, 1981  
MATURITY DATE

++18,379.00++

UNITED STATES NATIONAL BANK OF OREGON

WILL PAY THE SUM OF

EIGHTEEN THOUSAND THREE HUNDRED SEVENTY NINE AND 00/100

DOLLARS

TO +++++Jim Weaver for Congress Committee+++++

P.O. Box 3267  
ADDRESSEugene  
CITYOregon  
STATE97403  
ZIP CODE

Upon return of this certificate properly endorsed on the above maturity date or upon any subsequent maturity date as provided herein.

TYPE 25

## INTEREST BASIS

 COMPOUND

Interest will be compounded from date of issue:

 DAILY MONTHLY QUARTERLY SIMPLE

## FREQUENCY OF PAYMENT

 MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY AT MATURITY

## METHOD OF PAYMENT

 DEPOSIT TO CHECKING DEPOSIT TO SAVINGS DEPOSIT TO MONEY MARKET DEPOSIT TO OTHER DEPOSIT TO OTHER PAY BY CASHIER'S CHECK ADD TO PRINCIPAL

## MATURITY OPTION:

 SINGLE MATURITY AUTOMATIC RENEWAL

TAXPAYER IDENTIFICATION NO.

479-27-7866

## INTEREST

Interest will be paid in accordance with the option(s) checked from issue date at the per annum rate set forth above. NO INTEREST WILL BE PAID ON THIS CERTIFICATE AFTER MATURITY UNLESS AUTOMATICALLY RENEWED AS PROVIDED BELOW.

## AUTOMATIC RENEWAL (APPLICABLE ONLY FOR AUTOMATIC RENEWAL MATURITY OPTION)

THIS CERTIFICATE WILL BE RENEWED AUTOMATICALLY AT THE SAME INTEREST RATE AND TERMS unless (1) presented and surrendered for payment within ten days after any maturity date or (2) at least ten days prior to any maturity date the Bank has sent written notice to the owner of the Bank's election not to renew or (3) at least ten days prior to any maturity date the Bank has sent written notice to the owner that renewal will be at different interest rate or terms.

This certificate is a time certificate of deposit assignable only on the books of the issuing branch of this Bank and is subject to all the rules and regulations now or hereafter issued by the Federal Deposit Insurance Corporation, the Board of Governors of the Federal Reserve System and this Bank.

Notwithstanding anything to the contrary in this certificate, it is not to be considered a loan of the Bank.

AVAILABLE AT

Oregon Campus  
ISSUING BRANCH104  
BRANCH NO.

  
AUTHORIZED SIGNATURE



Account Name: Holder For Congress      BRANCH: 104      TYPE: 25      NUMBER: 00655582      DATE: 8-3-81

Account Value: 379.00      Interest Starts: 3-26-81      Maturity Date: 9-24-81      Interest Paid to Date:      Orig. Rate %: 2.524      Current Value: 18,379.00

Last Interest Payment Date: 3-26-81  
 Total Amount of Interest Paid: \$ 0  
 Less calculations at \_\_\_\_\_ interest rate: \$ 831.20  
 Return to Accounting Services → Penalty: \$ 575.45

COLLECT FROM HO → TO PAY INTEREST      \$ 255.75  
 RETURN TO HO → FOR OVERPAID INTEREST

LOSS OF ACCRUED INTEREST ONLY  
 REISSUED CERTIFICATE NUMBER: \_\_\_\_\_

INTEREST PMT. FREQUENCY				INTEREST PMT. METHOD			
QTLY.	SEMI-ANNU.	ANNUAL	MATUR.	BY CHK CR.	CHK CR.	SAV.	QTLY.
			X	X			

IN REASON FOR Adjustment & Source/Disposition of Funds: Customer Request - Dep to  
801-405-985

Phone: \_\_\_\_\_      Customer's Signature (if cash received): \_\_\_\_\_  
 (PREPARE IN DUPLICATE - Send original to PL-4 Accounting Services with Form 40-495 - Retain copy)

75  
 IK  
 ONLY

TIME DEPOSIT DEBIT  
 UNITED STATES NATIONAL BANK OF OREGON      DATE: 8-3-81

Account Name: Holder For Congress Comm      Please advise the teller if your account is NOT at this branch.

The Sum of Eighteen Thousand Three Hundred Seventy Nine and 00/100 Dollars

ISSUE CASHIER'S CHECK # \_\_\_\_\_  
 CREDIT CHECKING      ACCOUNT NO. \_\_\_\_\_ AT \_\_\_\_\_ BRANCH  
 CREDIT SAVINGS  
 OTHER (2 - Orig 405-985 Ex 081)

TRIG. ENTRY	BRANCH	TYPE	ACCOUNT or INSTR.	TRAN CODE	AMOUNT
03811	5104	0007	2500655582	08	18,379.00

# Jim Weaver

## for Congress

### Committee

P.O. Box 3287, Eugene, Oregon 97403

July 31, 1981

Kathleen Whittle  
Savings Counselor  
U.S. National Bank of Oregon  
Oregon Campus Branch

Dear Ms. Whittle:

This letter authorizes Jim Weaver to withdraw funds from the Weaver for Congress Committee's TCD (#00655582).

I understand that I will lose a portion of the interest accrued from the date of deposit. However, I understand the penalty for early withdrawal will not effect the amount of the principal deposit.

I have signed the reverse side of the savings certificate as suggested by Jane of your office.

Thank you for your help in this matter.

Sincerely,

*Marde Skillman*  
Marde Skillman

JAMES H. WEAVER BUS ACCT 17 TO 2 OAR U.S. NAT  
405 985 EDGERS

IF THIS BRANCH IS NOT THE BRANCH OF THE ACCOUNT IS NOT AT THIS BRANCH.

CUSTOMER NAME  
*Jim Walker for Congress Comm.*  
*CRIPPLE*  
 BRANCH  
*0929.81*  
 SPECIFY MATURITY DATE CUSTOMERS INITIALS

FOR DEPOSIT TO HIGH YIELD ONLY:

90 DAYS (01)  
 180 DAYS (02)  
 360 DAYS (03)  
 101 100 21  
 101 100 21  
 101 100 21

COIN	
CURRENCY	
<i>Ch of 663</i>	<i>1678</i>
<i>Serial 129-397</i>	<i>16701</i>

ORIG. ENTRY	BRANCH	TYPE	ACCOUNT or INSTR.	TRAN CODE	AMOUNT
<i>8/1</i>	<i>S 109</i>	<i>0007</i>	<i>25 007 53 582</i>	<i>01</i>	<i>18379</i>

MAR 27 1981

*Mazel M. Skillman*

**ASSIGNMENT**

(Sign here only when transferring)

For value received, I/we hereby assign this certificate to

Name Jim Weaver

Address \_\_\_\_\_

and hereby irrevocably authorize its transfer to the assignee. This assignment shall be effective only when entered on the books of issuing branch.

Date 7/31/81

*Mazel M. Skillman*

Signature of Depositor

If this certificate is not assigned, issuer has the right to set off any debt owed to it by the payee. If this certificate is assigned, issuer has the right to set off any debt owed to it by the assignee.

**PAYEE AMENDMENT**

(To be completed by Bank and effective only when entered on the books of the issuing branch.)

Payee designation of this certificate is amended to read:

Date \_\_\_\_\_

Signature of Depositor

Accepted

Issuing Bank

DATE

DIRECT INQUIRIES TO: 1714 & OAK ST 657-7830  
P. O. BOX 5627  
EUGENE, GREGON 97405



# UNITED STATES NATIONAL BANK OF OREGON

JAMES H WEAVER  
33823 SEAVEY LOOP  
EUGENE OR

081  
97405

ACCOUNT NO: 081-0405-985

ENCLOSURES: 17

\*\*\*\*\*  
\* BUILD SAVINGS CONVENIENTLY WITH SURE-SAVE. WE CAN AUTOMATICALLY \*  
\* TRANSFER MONEY ON A REGULAR BASIS FROM A U.S. BANK CHECKING ACCOUNT \*  
\* TO A U.S. BANK SAVINGS ACCOUNT. CONTACT YOUR BRANCH FOR MORE \*  
\* INFORMATION. \*  
\*\*\*\*\*  
C H E C K I N G I N F O R M A T I O N

## BUSINESS ACCOUNT

BEGINNING BALANCE	07/31/81	1,422.28
PLUS DEPOSITS		32,054.75
LESS CHECKS		32,146.20
ENDING BALANCE	08/31/81	1,310.83

FOR THE STATEMENT PERIOD YOUR ACCOUNT HAD:  
AN AVERAGE BALANCE OF 3,494.00  
A MINIMUM BALANCE OF 562.00  
NUMBER OF CHECKS 17  
NUMBER OF DEPOSITS 4  
NUMBER OF SERVICE CHARGEABLE ITEMS 16

## CHECKING ACCOUNT ACTIVITY

CHECK AMOUNT	REF NO.	CHECK AMOUNT	REF NO.	DEPOSIT AMOUNT	REF NO.	DATE	BALANCE
291.75				18,634.75		07/31	1,422.28
9,000.00		9,000.00				08/03	19,765.28
200.00		223.75	-1-			08/05	1,765.28
350.75						08/06	1,341.53
				400.00		08/11	1,810.78
126.95		500.00				08/14	1,410.78
14.00		208.00				08/17	783.83
200.00		300.00		3,000.00		08/18	561.83
500.00						08/25	2,561.83
200.00						08/26	2,361.83
51.00						08/27	2,310.83
1,000.00		10,000.00		10,000.00		08/28	12,310.83
						08/31	1,310.83

## EXPLANATION OF AUTOMATIC ENTRIES

REF NO.	TRANSACTION DATE	COMPANY/BRANCH	DESCRIPTION	IDENTIFICATION	AMOUNT
-1-	080681	US BANK	BANK ENTRY		223.75

JAMES H. WEAVER  
BUSINESS ACCOUNT

2316

8-3-81

24-32  
1230

PAY TO THE  
ORDER OF

*Peavey*  
*Wm. Thomsen and Co.*

\$ 9,000.<sup>00</sup>/<sub>100</sub>

DOLLAR

17TH & OAK BRANCH, P. O. BOX 8427  
UNITED STATES NATIONAL BANK  
OF OREGON EUGENE 97408

FOR

12084

*James H. Weaver*

⑆002316⑆ ⑆⑆123000220⑆ 081 0405 985⑆

⑆0000900000⑆

JAMES H. WEAVER  
BUSINESS ACCOUNT

16

2314

8-3-81

24-32  
1230

PAY TO THE  
ORDER OF

*Wedbush, Noble*  
*Wm. Thomsen and Co.*

\$ 9,000.<sup>00</sup>/<sub>100</sub>

DOLLARS

17TH & OAK BRANCH, P. O. BOX 8427  
UNITED STATES NATIONAL BANK  
OF OREGON EUGENE 97408

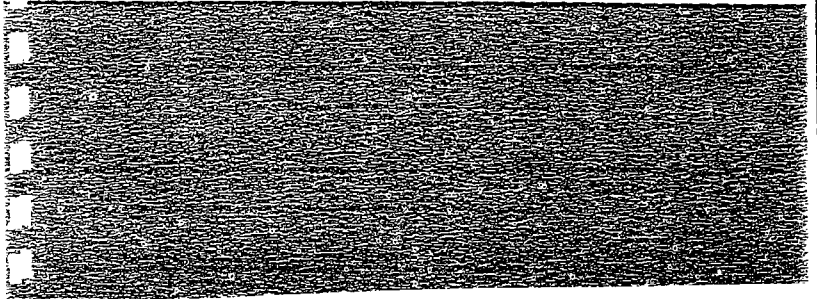
OR

12084

*James H. Weaver*

⑆002316⑆ ⑆⑆123000220⑆ 081 0405 985⑆

⑆0000900000⑆



(017) Pay to the order of (017)  
EUGENE MAIN BRANCH  
First National Bank of Oregon  
For Deposit Only 05697 D  
WEDBUSH, NOBLE, COOKE, INC.

PAY TO THE ORDER OF  
PEAVEY COMPANY

*G. S. Conley*  
GARY H. CONLEY  
ASSISTANT VICE PRESIDENT

For Deposit Only  
BROADWAY & OAK BRANCH  
THE OREGON BANK  
PEAVEY COMPANY  
Customers Segregated Funds Acct.  
29-113-090

BROADWAY & OAK BRANCH  
THE OREGON BANK  
PEAVEY COMPANY  
Customers Segregated Funds Acct.  
29-113-396

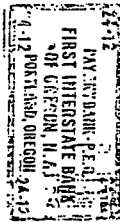
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FOR THE MONTH OF  
 AN AVERAGE BALANCE OF  
 NUMBER OF CHECKS  
 NUMBER OF AUTOMATIC DEBITS  
 NUMBER OF DEPOSITS  
 NUMBER OF AUTOMATIC DEPOSITS  
 NUMBER OF SERVICE CHARGEABLE ITEMS

12  
 1  
 4  
 1  
 13

CHECKING ACCOUNT ACTIVITY				DATE	BALANCE
CHECK AMOUNT	REF NO.	CHECK REF AMOUNT NO.	DEPOSIT AMOUNT	REF NO.	
				10/24	20,827.18
				10/26	20,817.38
				10/29	20,782.28
				10/31	21,839.83
9.68			1,090.00		
35.30			50.00	-1-	
33.18			2,690.75	11/05	24,569.14
10.63					
60.00		955.00		11/06	7,554.14
1,000.00		15,000.00		11/08	7,167.65
21.60		325.00			



(24-12) Pay to the order of  
 FIRST INTERSTATE BANK OF OREGON, N.A.  
 CUSTODIAN, GEDERMANN PEAVEY, INC.  
 017-007409 007418  
 11/21/84

PAY TO ORDER, O.C.  
 GEDERMANN PEAVEY  
 FOR ACCT OF JAMES  
 WEAVER  
 WEDBUSH, NOBLE, COOK, INC.

60.00	955.00	11/06	7,554.14
1,000.00	15,000.00	11/08	7,167.65
21.60	325.00		

Name \_\_\_\_\_ No. \_\_\_\_\_  
 Br. No. - Acct. No. \_\_\_\_\_

48376

11-21-84

PAY TO THE ORDER OF Wedbush Noble Cook \$15,000.00

Fifteen thousand and 00/100  DOLLARS

United States National Bank of Oregon, P.O. Box 2247, Eugene, OR 97402

FOR James Weaver

⑆ 123000220⑆ 104 006⑆ 863⑆ ⑆0001500000⑆



MURPHY NORTON CRUISE INC  
 100 E BROADWAY  
 JIGFNF DR 97401

GELDERMANN PEAVEY INC  
 1730 W. TRADE BUILDING  
 SUITE 2120A  
 141 W JACKSON BLVD  
 CHICAGO ILL 60604

MONTHLY COMMODITY STATEMENT  
 ACTIVITY AND OPEN POSITIONS

JAMES H. WEAVER  
 3723 SFAVEY LOOP  
 EUGENE, OR, 97405

OPT CLEARED IN A DISCLOSED BASIS  
 WITH FUNDS PAID TO  
 HELD, AND DISBURSED BY  
 GELDERMANN PEAVEY INC

REGULATED ACCOUNT

MEMBER FIDELITY UNION
NOV 30, 1984
ACCOUNT NUMBER
488A8 488B

PAGE 6

DATE	BOUGHT		SALED		COMMODITY/OPTION DESCRIPTION	PRICE	AMOUNT	
	LONG	SHORT	LONG	SHORT			DEBIT	CREDIT
1/84					MAR85 EURO DOLLAR	COMM.		30.89
2/84					JUN85 T-BILLS	COMM.		92.67
3/84					DEC84 T-BONDS	P&S		593.75
4/84					DEC84 EURO DOLLAR	P&S		1,225.00
5/84					MAR85 EURO DOLLAR	P&S		4,150.00
6/84					JUN85 T-BILLS	P&S		
7/84					CASH RECEIVED	CASH		1,000.00
8/84					DEC84 T-BONDS	COMM.		20.69
9/84					DEC84 T-BONDS	COMM.		66.34
10/84					DEC84 T-BONDS	COMM.		41.38
11/84					DEC84 T-BONDS	COMM.		33.19
12/84					DEC84 EURO DOLLAR	COMM.		92.67
1/85					JUN85 T-BILLS	COMM.		123.50
2/85					DEC84 T-BONDS	P&S		1,050.00
3/85					JUN85 T-BILLS	P&S		
4/85					DEC84 T-BONDS	COMM.		20.69
5/85					DEC84 T-BONDS	COMM.		20.69
6/85					MAR85 EURO DOLLAR	COMM.		20.89
7/85					MAR85 EURO DOLLAR	COMM.		20.89
8/85					DEC84 S-FRANC	COMM.		20.89
9/85					DEC84 S-FRANC	COMM.		20.89
10/85					JUN85 T-BILLS	COMM.		30.89
11/85					DEC84 T-BONDS	P&S		1,650.00
12/85					DEC84 S-FRANC	P&S		112.50
1/86					JUN85 T-BILLS	P&S		500.00
2/86					PTIC CORRECTION	P&S ADJ		75.00
3/86					DEC84 T-BONDS	COMM.		32.15
4/86					DEC84 T-BONDS	COMM.		20.89
5/86					MAR85 S-FRANC	COMM.		20.89
6/86					DEC84 T-BONDS	P&S		
7/86					MAR85 S-FRANC	P&S		387.50
ENDING BALANCE								
TOTAL MONTH CASH								17,699.90
TOTAL MONTH P&L								20,141.
SALE POSITIONS								
DEC84 T-BONDS								



35.30  
33.18  
10.63  
  
60.00  
1,000.00  
41.69

955.00  
15,000.00  
325.00

1,090.00  
50.00  
2,690.75

11/05 24,569.14  
11/06 7,554.14  
11/08 7,167.65

PAY TO THE ORDER OF  
GELDERMANN PEAVEY CO.

(24-121) Pay to the order of (0171)  
FIRST INTERSTATE BANK OF OREGON, I.A.  
GELDERMANN PEAVEY, INC.  
CUSTOMER SEGREGATED ACCOUNT  
017402883

11/05 24,569.14  
11/06 7,554.14  
11/08 7,167.65

CHECKING ACCOUNT ACTIVITY

CHECK AMOUNT	REF NO.	CHECK AMOUNT	REF NO.	DEPOSIT AMOUNT	REF NO.	DATE	BALANCE
						10/24	20,827.18
						10/26	20,817.50
9.68						10/29	20,782.20
35.30				1,090.00		10/31	21,839.02
33.18				50.00	-1-		
10.63				2,690.75		11/05	24,569.14
60.00		955.00				11/06	7,554.14
1,000.00		15,000.00				11/08	7,167.65
41.69		325.00					

Name \_\_\_\_\_

No. \_\_\_\_\_

Br. No. - Acct. No. \_\_\_\_\_

*Nov 5 1981*

24-121  
128 104

PAY TO THE ORDER OF

*Wallace Noble Locke*

\$ *15,000.00*

*Seventeen thousand and 00/100*

DOLLARS



United States National Bank  
of Oregon  
P.O. Box 2347  
Eugene, OR 97408

FOR TRAILS BUS

*John W. Lewis*

⑆ 23000220⑆ 104 006 1 663⑆

⑆0001500000⑆

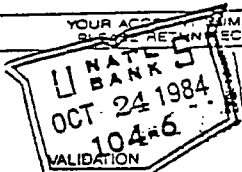


THANK YOU for banking with U.S.

The deposit for which this receipt is issued is accepted subject to the conditions appearing on the deposit slip. If interbranch, deposit is not effective until credited at office which carries depositor's account.

YOUR ACCOUNT NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN BELOW. PLEASE RETAIN RECEIPT UNTIL VERIFIED WITH YOUR NEXT STATEMENT.

4-41 10/82



- Checking
- Savings

ACCOUNT NUMBER  
**104-0061-663**  
AMOUNT  
**\$ 2,424,000.6**

USNB 104082 840C

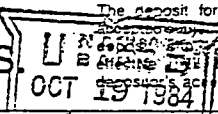
UNITED STATES NATIONAL BANK OF OREGON

THANK YOU for banking with U.S.

The deposit for which this receipt is issued is accepted subject to the conditions appearing on the deposit slip. If interbranch, deposit is not effective until credited at office which carries depositor's account.

YOUR ACCOUNT NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN BELOW. PLEASE RETAIN RECEIPT UNTIL VERIFIED WITH YOUR NEXT STATEMENT.

4-41 10/82



- Checking
- Savings

ACCOUNT NUMBER  
**104 0061663**  
AMOUNT  
**\$ 7,480,000.7**

VALIDATION

USNB 104267 8410C

UNITED STATES NATIONAL BANK OF OREGON

Name \_\_\_\_\_

No. \_\_\_\_\_

Br. No. - Acct. No. \_\_\_\_\_

Oct 13 1984

24-22  
1230 104

PAY TO THE ORDER OF

*Walbach, Noble Cook*

**\$15,000.00**

*Foster and ...*

DOLLARS



United States National Bank of Oregon  
P.O. Box 2347  
Eugene, OR 97402

*John Weaver*

FOR \_\_\_\_\_

⑆ 23000220⑆ 104 0061 663⑆

⑆0001500000⑆

ACCOUNT INTRODUCED BY:  
 WELBUSH NOBLE COOKE INC  
 100 E BRUADWAY  
 EUGENE OR 97401

TRADES PLACED THROUGH:  
 GELDENMANN PEAVEY INC  
 MARKU OF TRADE BUILDING  
 SUITE 2120A  
 141 W JACKSON BLVD  
 CHICAGO ILL 60604

MONTHLY COMMODITY STATEMENT  
 ACTIVITY AND OPEN POSITIONS

JAMES H. WEAVER  
 33823 SEAVEY LOOP  
 EUGENE, OR. 97405

UPI CLEARED ON A DISCLOSED BASIS  
 WITH FUNDS PAID TO  
 HELLO, AND DISBURSED BY  
 GELDENMANN PEAVEY INC

REGULATED ACCOUNT  
 OCT 31, 19  
 ACCOUNT NUMBER  
 48848 488

REGULATED ACCOUNT

PAGE 1

DATE	BOUGHT		SOLD		COMMODITY/OPTION DESCRIPTION	PRICE	AMOUNT	
	LONG	SHORT	LONG	SHORT			DEBIT	CREDIT
					BEGINNING BALANCE		885.94	
12/7/84	1				DEC84 S-FRANC	CUMM.	30.89	
11/27/84	1				DEC84 T-BONUS	P&S		41.38
11/5/84			2		DEC84 T-BONUS	CUMM.	66.38	
11/5/84			2		DEC84 T-BONUS	CUMM.		66.38
11/7/84	1				DEC84 T-BONDS	CUMM.	20.89	
11/7/84			1		DEC84 T-BONDS	CUMM.		20.89
11/7/84	3				DEC84 T-BONDS	CUMM.	99.57	
11/7/84					DEC84 D-MARK	CUMM.	30.89	
11/7/84	4				DEC84 T-BONUS	P&S	220.00	
11/7/84	1		1		DEC84 S & P 500	P&S	725.00	
11/8/84			1		DEC84 T-BONUS	CUMM.	20.89	
11/8/84			1		DEC84 T-BONUS	CUMM.	33.19	
11/8/84	2				DEC84 T-BONUS	P&S	17500.00	
11/8/84	1				DEC84 EURDOLLAR	P&S		200.
11/8/84	1				DEC84 S & P 500	P&S	225.00	
					CASH RECEIVED			
11/9/84	1				DEC84 EURDOLLAR	CUMM.	30.89	
11/7/84	1				MAR85 T-BILLS	CUMM.	20.89	
11/7/84	1				MAR85 T-BILLS	CUMM.	20.89	
11/7/84	1				DEC84 T-BONUS	P&S	312.50	



ACCOUNT INTRODUCED BY:  
 WEDBUSH NUBLE-LOUKE INC  
 100 E-BROADWAY  
 EUGENE OR 97401

TRADES PLACED THROUGH:  
 GELDERMANN PEAVEY INC  
 51440 UP TRADE BUILDING  
 SUITE 2120A  
 141 W JACKSON BLVD  
 CHICAGO ILL 60604

MONTHLY COMMODITY STATEMENT  
 ACTIVITY AND OPEN POSITIONS

JAMES H. PEAVEY  
 33823 S. LAVERGNE  
 EUGENE, OR 97405

CLEARED ON A DISCLOSED BASIS  
 UPI WITH FUNDS PAID TO  
 HEDU, AND DISBURSED BY  
 GELDERMANN PEAVEY INC

RETAIN FOR TAX PURPOSES
PERIOD ENDING
DEC 31, 1984
ACCOUNT NUMBER
48848 4885

REGULATED ACCOUNT

PAGE 6

DATE	BOUGHT	SOLD	LONG	SHORT	COMMODITY	OPTION	DESCRIPTION	PRICE	DEBIT	CREDIT	AMOUNT
12/1/84	1				MARK85	3-FRANC	COMM.				20.85
12/1/84	1				MARK85	1-BILLS	COMM.				30.85
12/1/84		1			MARK85	3-FRANC	COMM.				20.85
12/1/84	4				MARK85	T-BONUS	PLS				1,156.25
12/1/84	1				MARK85	0-MARK	PLS				50.00
12/1/84	2				MARK85	EURODOLLAR	PLS				275.00
12/1/84	1				MARK85	3-FRANC	PLS				74.00
12/1/84	2				MARK85	T-BONUS	COMM.				20.85
12/1/84	2				MARK85	T-BONUS	COMM.				41.38
12/1/84	1				JUN85	T-BONUS	COMM.				33.19
12/1/84	1				MARK85	3-FRANC	COMM.				20.85
12/1/84	2				MARK85	T-BONUS	PLS				375.00
12/1/84	1				JUN85	T-BONUS	PLS				1,405.00
12/1/84	1				MARK85	3-FRANC	PLS				12.50
TOTAL MONTH CASH											22,150.21
TOTAL MONTH P/L											13,137.00
12/1/84	1				MARK85	T-BONUS	72.12				1,312.50
12/1/84	1				MARK85	T-BONUS	72.14				1,375.00
12/1/84	1				MARK85	T-BONUS	71.88				1,405.70

Circle 10 0028

STEREOREVERSIBLE

EXHIBIT 21

## KENDRICK MERCER COMPANY

1801 EAST CABRILLO BOULEVARD  
SANTA BARBARA, CALIFORNIA 93108TELEPHONE  
AREA CODE 805  
565-1681

May 16, 1986

Chairman  
Committee on Standards of Official Conduct  
United States House of Representatives  
Washington, D.C. 20515

Re: James H. Weaver, Congressman,  
Fourth District, State of Oregon

Dear Sir:

I was the Treasurer for the "Weaver for Congress" committee for the primary election occurring in calendar year 1974.

Our committee kept detailed records on all cash receipts and disbursements and filed all appropriate reports through 1978. All original bookkeeping records, paid bills, copies of election reports, etc., are still in my possession.

During the period March 20, 1974 through September 13, 1974, Mr. Weaver loaned the committee \$24,500 to assist with cash-flow (Schedule attached).

All original bookkeeping entries indicate specifically that these monies were loans. I am unable to find any indication that actual notes were ever prepared, but certainly it was the understanding of Mr. Weaver and myself that these were loans, and they were reported as such on all Federal and Oregon reports.

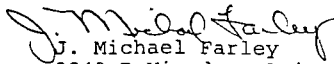
After twelve years I have no recollection of any specific conversation with Mr. Weaver as to applicable interest rates relating to the loans, but it was assumed that they were interest-bearing.



Committee on Standards of Official Conduct  
May 16, 1986  
Page Two

Please do not hesitate to contact me if I may be of further assistance in this matter.

Sincerely,

  
J. Michael Farley  
2843-B Miradero Drive  
Santa Barbara, CA 93105

JMF/mal

Enclosure

JAMES H. WEAVER  
CONGRESSMAN, FOURTH DISTRICT  
STATE OF OREGON

## LOANS TO "WEAVER FOR CONGRESS" COMMITTEE:

March 20, 1974	\$ 100
March 29	100
April 29	2,000
May 13	2,000
May 17	500
May 20	800
May 25	500
June 7	1,000
July 18	2,000
July 22	3,000
September 13	<u>12,500</u>
TOTAL	<u>\$24,500</u>

H. NETT-AMTH COMPTRES  
 JULIAN C. DUBON, CALIFORNIA, CHAIRMAN  
 ED SIMPSON, GEORGIA  
 VIC. FAJFO, CALIFORNIA  
 WILLIAM J. COYNE, PENNSYLVANIA  
 BERNARD J. JEWYER, NEW JERSEY  
 ALAN B. MOLLONIAN, WEST VIRGINIA

FLOYD D. SPENCE, SOUTH CAROLINA  
 JOHN T. MYERS, INDIANA  
 JAMES V. HANSEN, UTAH  
 G. WILLIAM WATKINSON, VIRGINIA  
 CARL D. PURSELL, MICHIGAN  
 GEORGE C. WORTLEY, NEW YORK  
 RALPH L. LOTKIN, CHIEF COUNSEL

## U.S. House of Representatives

COMMITTEE ON STANDARDS OF  
 OFFICIAL CONDUCT  
 SUITE MT-2, U.S. CAPITOL  
 Washington, DC 20515

### MEMORANDUM

**TO:** File  
**FROM:** Richard P. Roscoe  
**SUBJECT:** Loan Transactions made by Representative Weaver  
**DATE:** June 2, 1986

On Wednesday, May 28, 1986, Richard Powers and I met with Mr. Jim Byork, U.S. National Bank of Oregon, Eugene Branch, to discuss loans made by this branch to Jim Weaver. The following data, taken from Mr. Weaver's loan applications, was provided by Mr. Byork:

<u>Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Terms</u>	<u>Comments</u>
12/10/73	\$15,000.00	8 3/4%	90 days	---
11/21/74	5,000.00	10 1/2%	90 days	Collateral--\$10,000 Government Coupon Bond.
01/03/75	8,000.00	10%	90 days	Renewed prior loan and added \$3,000.
04/14/75	10,000.00	9 3/4%	90 days	Unsecured.
05/29/75	10,000.00	9 3/4%	90 days	Renewed loan without reduction; unsecured; does not know if wife co-signed.
08/29/75	10,000.00	9 3/4%	90 days	Renewed prior loan.
11/28/75	10,000.00	9 3/4%	90 days	Renewed prior loan.
03/08/76	10,000.00	9 3/4%	60 days	Renewed prior loan.
01/03/77	50,000.00	9 3/4%	24 months	24 payments of \$1,000 with balloon at term; collateral--assigned notes due him.

<u>Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Terms</u>	<u>Comments</u>
11/07/77	\$10,000.00	9 1/4%	30 days	---
5/26/78	20,000.00	10%	90 days	Total debt outstanding \$39,643; Sally Weaver co-signed note.
10/17/78	15,000.00	11%	30 days	Unsecured.
12/13/78	8,000.00	12 1/2%	--	---
01/03/79	50,000.00	12 3/4%	180 days	Purpose--pay off exist- ing notes; \$1,000/month for 6 months with balloon due at term.
07/03/79	48,972.41	12 3/4%	181 days	Renew balance of prior loan.
08/17/79	10,000.00	--	31 days	Total debt \$50,972.41 secured by notes.
10/01/79	10,000.00	--	30 days	Renewed prior loan.
(Mr Byork made comment that everything appeared to be paid off.)				
03/03/80	10,000.00	15%	--	---
06/09/80	20,000.00	15%	--	Unsecured loan/remodel house--no other debt.
08/04/80	20,000.00	15%	30 days	Renewed prior loan.
10/24/80	20,000.00	15%	30 days	Bills to pay.
02/10/81	20,000.00	19%	30 days	---
04/06/81	12,000.00	18 1/2%	--	Partial renewal of prior loan.
05/18/81	12,000.00	18 1/2%	--	Renewal of prior loan.
07/02/81	30,000.00	15%	--	No other debt.
09/30/81	30,000.00	18 1/2%	96 days	Renew prior loan.
01/04/82	30,000.00	18 1/2%	91 days	Renew prior loan.
04/01/82	30,000.00	19%	90 days	Renew prior loan.

<u>Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Terms</u>	<u>Comments</u>
08/06/82	\$30,000.00	19%	--	Renewal with payments.
01/17/83	24,662.72	16%	--	---
No Record	3,166.90	15%	179 days	---
08/19/83	18,910.00	15 1/2%	48 months	\$395.73/month; no other debt.
(Mr. Byork stated that he had an executive credit line.)				
01/03/86	20,310.21	--	--	Consolidated note \$250/month.

# wedbush noble, cooke, inc.

MEMBER AMERICAN, C.B.O.E., NEW YORK, PACIFIC AND OTHER SECURITIES EXCHANGES

May 16, 1986

Ralph L. Lotkin, Chief Counsel  
U.S. House of Representatives  
Committee on Standards of  
Official Conduct  
Suite HT-2, U.S. Capitol  
Washington, D.C. 20515

Dear Mr. Lotkin:

Re: Mr. Weaver's Commodity Accounts  
#12084, 12496, 12196, 48896  
Weaver Campaign Commodity Accounts  
#12086, 12499

This letter is in response to your recent phone conversations with Mr. Toberer regarding Congressman Weaver's Commodity account and the Weaver For Congress Commodity Account.

Specifically, you had a number of questions which are answered below. Working definitions of the terms used in the questions and answers are included for greater clarity.

#### DEFINITIONS:

Initial Margin - amount of equity needed to establish a position in the commodity markets.

Maintenance Margin - an amount of equity needed to hold an existing position in the commodity market. If the amount of equity in an account falls below the maintenance level, enough money must be added to bring the equity back to the initial margin required.

Margin Deficiency - amount of additional funds needed to bring the account equity back to the maintenance margin level.

Margin Call - a demand for funds required to bring the equity back to the initial margin level. This occurs whenever the equity drops below the maintenance margin level. A margin call may occur because of loss of equity due to market movement, because new positions were established, or a combination of the above. A margin call may be met by

Continued

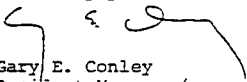
depositing funds, liquidating existing positions or a combination of the above.

Position - a contract held in the future markets, either long or short.

QUESTIONS:

1. Was the purpose for moving funds from the James Weaver to the James Weaver Campaign commodity account and vice versa, to meet margin calls? Yes, to the best of my knowledge.
2. What basis or authority was used to move funds from one account to the other? Mr. Weaver's expressed and direct instructions.
3. Did the broker ever initiate these transfers on his initiative? Not to the best of my knowledge.
4. Did Mr. Weaver ever initiate these transfers on his initiative? Yes. All transfers for whatever reason were initiated by him.
5. Was there any delegation of authority by Mr. Weaver to the broker or someone else regarding the transfer of funds? No. All transfers were made at Mr. Weaver's specific instruction.
6. Did you use your legal discretionary powers to make transfers or liquidations to meet margin calls required by commodity positions? No.
7. Was the need for additional margin an apparent reason for moving funds back and forth between the accounts? Yes.
8. Would you say that margin requirements was a factor in the decision making process regarding the flow of funds between the two accounts? Yes, to the best of my knowledge.
9. What purpose did the journal transactions serve, what appeared to be the intent? To the best of my recollection, to meet margin requirements.

Sincerely yours,



Gary E. Conley  
Resident Manager/  
Vice President

GEC/pb

cc: Marie Eaton

A larger number of transactions were initiated by the client in this account on 11/24/82. Specifically, 12 CD transactions and 9 T-Bill transactions were made. The transactions were not encouraged nor suggested by the broker. In this situation, the broker had the role of strictly an "order taker".

The client was in the Commodity Trading Room during the entire trading day. The client placed the orders directly with the broker, who simply executed them. The orders were simple and straightforward since they nearly all consisted of market orders, making it rather difficult for any confusion of any type to occur. Given the nature of the orders and the broker's role in this situation, the broker is unable to understand how the client can believe that any of the orders were not client-initiated since the broker simply acted as an "order taker"

From AL TOBERER 



# Jim Weaver for Congress Committee

P.O. Box 3287, Eugene, Oregon 97403

LOAN AGREEMENT-----August 2, 1981

between ( James H. Weaver  
(  
( and  
(  
( Weaver for Congress Committee

The Weaver for Congress Committee hereby agrees to loan James H. Weaver the sum of \$18,634.75 for a period not to exceed nine (9) months.

James H. Weaver agrees to repay entire sum to Weaver for Congress Committee upon demand by Weaver for Congress Committee.

James H. Weaver agrees to pay Weaver for Congress interest on total sum borrowed, at a rate of 14%, compounded quarterly. All interest due is to be paid at time loan is repaid in full.

It is understood by both parties to this loan, that sum borrowed will be invested by James H. Weaver. All profits from such investments will be paid to Weaver for Congress Committee. Any losses incurred from these investments are the sole responsibility of James H. Weaver. Weaver for Congress Committee is not liable for any losses on investments made with sum borrowed.

James H. Weaver  
JAMES H. WEAVER  
August 2, 1981

Date

JIM WEAVER  
4TH DISTRICT, OREGON

COMMITTEE

AGRICULTURE

INTERIOR AND INSULAR AFFAIRS

CHAIRMAN

SUBCOMMITTEE ON  
GENERAL OVERSIGHT,  
R.W. POWER AND  
FOREST MANAGEMENT

Congress of the United States  
House of Representatives  
Washington, DC 20515

WASHINGTON OFFICE  
LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-6416

BIFFERT OFFICE  
FEDERAL BUILDING  
211 EAST 7TH AVENUE  
EUGENE, OR 97401  
(503) 687-4732

March 5, 1986

Hon. Julian Dixon  
Committee on Standards of Official Conduct  
U.S. House of Representatives  
Washington, D.C. 20515

Dear Chairman Dixon:

Enclosed please find materials you have asked me to submit to your committee. Contents of the enclosure are listed in this letter.

I understand you have already in your possession copies of amended reports filed in 1985 by Weaver for Congress Committee which stipulate that funds disbursed by Weaver for Congress Committee in 1981, 1982 and 1984 to me were repayments of loans with interest which I made to Weaver for Congress Committee in 1974. These amended reports have been found in order by the Federal Elections Commission. I have also filed with your committee amended personal financial statements which stipulate the disbursements as repayment of loans by Weaver for Congress Committee. I understand that you also have in your possession Weaver for Congress Committee reports for the year 1974 which stipulate the funds I placed in Weaver for Congress Committee in that year as loans by me to that committee. Documents corroborating these loans are included in the materials enclosed as requested.

For the reasons mentioned in the preceding paragraph, I believe that no question arises in the handling of campaign funds between myself and Weaver for Congress Committee.

Original reports filed by Weaver for Congress Committee for the years 1981, 1982, 1983, 1984 and the first half of 1985 did characterize certain disbursements from the committee to me as loans to me. Also, my original annual personal financial statements submitted as required to your committee characterized these disbursements as loans to me. Both the original reports of Weaver for Congress Committee and my financial statements reported these disbursements for the years 1981, 1982, 1983 and 1984. The disbursements have been on the public record for all reporting periods beginning with 1981. No question arose on these items until a newspaper report in the Oregonian in May of 1985.

You have requested documents relative to these disbursements and I am happy to provide them. They include an agreement made in August, 1981, between myself and Weaver for Congress Committee stipulating the original disbursement in 1981 as a loan from the committee to me. All other disbursements I considered covered by that agreement, which protected Weaver for Congress Committee

clearing some old debts of the committee, I expect to terminate Weaver for Congress Committee permanently in the near future.

Items enclosed:

- Copies of checks drawn on James H. Weaver Business Account, U.S. National Bank of Oregon, 17th and Oak Branch, Eugene, Oregon, to Weaver for Congress Committee during the 1974 election period covering the loans I made to Weaver for Congress Committee. (I am unable to find my own cancelled checks for that period. The copies have been made available by the U.S. National Bank from their filmed records). The copies of the checks are accompanied by the monthly statements.

- An affidavit from me stipulating that James H. Weaver Business account was a personal checking account and was not an instrument of any operating business or corporation.

An affidavit from Joseph Rutledge stipulating he advised me that the 1974 loans were not repayable.

- An agreement between Weaver for Congress Committee and myself on terms of the loan for investment purposes from Weaver for Congress Committee. (This item is a xerox copy. The original may be in Weaver for Congress records presently stored in Eugene, Oregon).

- Copy of certificate of deposit of Weaver for Congress to my account as per the above loan agreement.

- A letter from the Committee on Standards of Official Conduct in 1979 stating no prohibition on a member of congress in trading in U.S. Treasury bills and bonds.

- A xerox copy of a memo made at the time of a phone call to the Federal Elections Commission inquiring as to the propriety of a campaign committee loaning money to the candidate for investment purposes. Paul Reyes, FEC, October 18, 1982.

- Monthly account statements from Wedbush, Noble Cooke, 100 E. Broadway, Eugene, Oregon 97401, for the Weaver for Congress Campaign Account during its existence, and James Weaver personal account from the time Weaver for Congress Committee loan proceed funds were deposited into that account. Includes a letter from Gary Conley, Vice-President, Wedbush, stating the account was closed at their request.

Checks from James H. Weaver Business Account to Weaver for Congress Committee dated December 5, 1975, November 5, 1976, September 8, 1977 and January 29, 1979 (both Sgt. Arms account) June 1, 1984 and June 30, 1984. (I am unable to find the check dated June 30, 1985 and have requested the U.S. National Bank to send a copy). Copies of checks from Weaver Business to brokerage dated August 3, 1981 each of \$9,000. I have so far been unable to

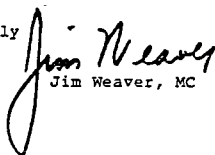
find originals or get copies of checks drawn from Weaver for Congress account, U.S. National Bank of Oregon, Campus Branch, Eugene, Oregon, for February 23, 1976, August 10, 1977, November 7, 1977, November 3, 1982, May 15, 1984, and four checks of \$15,000, \$15,000, \$15,000 and \$3,300 during period October through December, 1984, although these should be available in materials stored in Eugene, Oregon and procured in a week. The check dated November 3, 1982 for \$15,000 may also be found, but the check stub and carbon copy of this check is enclosed).

- Press statement in the Eugene, Oregon Register-Guard quoting me as stating that, with the amended campaign reports, I will owe back taxes on interest payments to the Internal Revenue Service, dated December 18, 1985.

- Weaver for Congress Committee campaign treasurer during much of the period was Mardel Skillman, presently living in Eugene, Oregon (husband: Gregory Skillman). Michael Farley was campaign treasurer during 1974 and filed Weaver for Congress reports in addition to the second committee through 1979. Farley has just moved from Eugene, Oregon to Santa Barbara, California. The treasurer for 1976, a man named Samson, I understand was a graduate student at the University of Oregon and I do not know his whereabouts. I did not know the treasurer named Magerl and am told she lives in the District of Columbia area.

I will be happy to provide any other information, and will forward to the committee other materials mentioned herein as I am able to recover them.

Sincerely

  
Jim Weaver, MC

Oregon. Laws STATUTES. Etc

EXHIBIT 25

# OREGON REVISED STATUTES

## INCLUDING

Replacement Parts for chapters affected by Acts of the 1973 regular biennial session of the Fifty-seventh Legislative Assembly

# Volume 1

Containing, with some exceptions, the statute laws of Oregon of a general, public and permanent nature in effect on October 5, 1973, the normal effective date of the Acts passed by the regular session of the Fifty-seventh Legislative Assembly, which adjourned July 6, 1973

## PUBLISHED

(Pursuant to ORS 173.150)

by the

LEGISLATIVE COUNSEL COMMITTEE

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Rep. ED STEVENSON, Cochairman

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President of the Senate  
ELIZABETH W. BROWNE  
(Alternate)  
ANTHONY MEEKER  
ROBERT F. SMITH  
BILL STEVENSON

### Representatives

RICHARD O. EYMANN  
Speaker of the House  
JEFFREY GILMOUR  
D. E. JONES  
MICHAEL RAGSDALE  
MARTIN WOLFER

**INDISPENSABLE EVIDENCE AND  
STATUTE OF FRAUDS**

**41.510 Indispensable evidence.** Certain evidence is necessary to the validity of particular acts or the proof of particular facts.

**41.520 Evidence to prove a will.** Evidence of a will shall be the written instrument itself, or secondary evidence of the contents of the will, in the cases prescribed by law. [Amended by 1969 c.591 §271]

**41.530 Evidence of representations as to third persons.** No evidence is admissible to charge a person upon a representation as to the credit, skill or character of a third person, unless the representation, or some memorandum thereof, be in writing, and either subscribed by or in the handwriting of the party to be charged.

**41.540 Evidentiary effect of surveys.** No surveys or resurveys shall be considered as evidence in any court unless attested by two competent surveyors, except surveys made by the county surveyor or his deputy and except surveys made by authority of the United States, the State of Oregon or by mutual consent of the parties. This section shall not be construed to prevent a surveyor from testifying to a survey made by him of property in controversy, although the survey was not attested or not made by mutual consent of the parties.

**41.550** [Repealed by 1961 c.726 §427.]

**41.560 Grant or assignment of trust.** Every grant or assignment of any existing trust in lands, tenements, hereditaments, goods or things in action is void, unless it is in writing and subscribed by the party making it or by his lawfully authorized agent.

**41.570 Contracts and communications made by telegraph.** Contracts made by telegraph shall be held to be in writing; and all communications sent by telegraph, and signed by the sender, or by his authority, shall be held to be in writing.

**41.580 Statute of frauds.** In the following cases the agreement is void unless it, or some note or memorandum thereof, expressing the consideration, is in writing and subscribed by the party to be charged, or by his lawfully authorized agent: evidence, therefore, of the agreement shall not be re-

ceived other than the writing, or secondary evidence of its contents in the cases prescribed by law:

(1) An agreement that by its terms is not to be performed within a year from the making.

(2) An agreement to answer for the debt, default or miscarriage of another.

(3) An agreement by an executor or administrator to pay the debts of his testator or intestate out of his own estate.

(4) An agreement made upon consideration of marriage, other than a mutual promise to marry.

(5) An agreement for the leasing for a longer period than one year, or for the sale of real property, or of any interest therein.

(6) An agreement concerning real property made by an agent of the party sought to be charged unless the authority of the agent is in writing.

(7) An agreement authorizing or employing an agent or broker to sell or purchase real estate for a compensation or commission; but if the note or memorandum of the agreement is in writing and subscribed by the party to be charged, or by his lawfully authorized agent, and contains a description of the property sufficient for identification, and authorizes or employs the agent or broker to sell the property, and expresses with reasonable certainty the amount of the commission or compensation to be paid, the agreement shall not be void for failure to state a consideration.

**41.590** [Repealed by 1961 c.726 §427.]

**BEST, SECONDARY AND PAROL  
EVIDENCE**

**41.610 Original writing to be accounted for or produced.** The original writing shall be produced and proved except as provided in ORS 41.640. If the writing is in the custody of the adverse party and he fails to produce it after reasonable notice to do so, the contents of the writing may be proved as in the case of its loss. However the notice to produce it is not necessary where the writing itself is a notice or where it has been wrongfully obtained or withheld by the adverse party.

**41.615 Court order for inspection of documents and tangible things in possession of other party or permitting entry upon property of other party.** (1) Upon motion of any party showing good cause therefor, and upon notice to all other parties, and subject

### INTEREST

**82.010** Legal rate of interest. (1) The legal rate of interest is six percent per annum and is payable on:

(a) All moneys after they become due; but open accounts bear interest from the date of the last item thereof.

(b) Judgments and decrees for the payment of money from the date of the entry thereof unless some other date is specified therein, except that those upon contracts bearing more than six percent interest and not exceeding the maximum rate, bear the same rate of interest as borne by such contracts.

(c) Money received to the use of another and retained beyond a reasonable time without the owner's express or implied consent.

(d) Money due upon the settlement of matured accounts from the day the balance is ascertained.

(e) Money due or to become due where there is a contract to pay interest and no rate specified.

(2) But on contracts interest up to a maximum rate of 10 percent per annum may be charged upon express agreement of the parties.

(3) Except as provided by subsection (5) of this section, the limitations of this section shall not apply to any contract or obligation for which a domestic or foreign corporation is the obligor, and any domestic or foreign corporation by agreement in writing and not otherwise may agree to pay any rate of interest not exceeding 12 percent per annum on such contract or obligation as the corporation may determine. The defense or claim of usury by a corporation, or anyone acting in its behalf, in any action or proceeding arising out of a contract or obligation that meets the requirements of this subsection is prohibited.

(4) Except as provided in subsection (5) of this section, the limitations of this section shall not apply to any contract or obligation in an amount in excess of \$50,000, and the parties to such contract or obligation may agree in writing to the payment of interest at a rate in excess of those set forth in subsection (1), (2) or (3) of this section.

(5) Subsections (3) and (4) of this section do not apply to any charitable, religious or other nonprofit corporation and any such nonprofit corporation is not prohibited from

interposing or pleading the defense of usury in any action or proceeding.

[Amended by 1959 c.365 §1; 1973 c.198 §1]

### USURY

**82.110** Charging higher than permitted rate; computation of interest; expenses not included. (1) No person, corporation or association, mutual or otherwise, shall receive in money, goods or things in action, or in any other manner, any greater sum or value for the loan or use of money than in this chapter prescribed.

(2) If, pursuant to any arrangement, understanding or agreement, with the knowledge of the lender, either as a part of the contract of borrowing or collateral thereto, regardless of when made and whether it is made as a special arrangement or in conformity to a regular rule, regulation or practice, there is paid by or at the expense of the borrower to the lender, his broker, officer, director or agent, any commission, bonus, fee, premium, penalty or other charge, compensation or gratuity, whether in money, credit or other thing of value, as a consideration, compensation or inducement for obtaining any loan, or any renewal, extension or forbearance thereof, the same shall be deemed a part of the interest charged on such loan within the meaning of this chapter.

(3) In computing interest for the purposes of this chapter, any bona fide commission paid or sustained by the borrower shall be computed for the contract term and not for any accelerated period or prepayment.

(4) This section does not include:

(a) Reasonable amounts actually applied in payment of the expense of inspecting any security offered in connection with the loan, investigating the responsibility of the applicant or procuring or extending any abstract of title or certificate of title insurance covering such security;

(b) The amount actually paid for the examination of any such abstract or title insurance certificate; or -

(c) The cost of the preparation, execution and recording of any papers necessary in consummating such loan.

**82.120** Jury trial where usury is involved; burden of proof; who may plead usury; inapplicability of provisions to sales or resales of securities or commercial paper; forfeiture. (1) In the trial of any cause involving the defense of usury either party thereto shall be accorded a jury trial in action at law and, at the discretion of the court, in suits in equity, upon making timely request therefor to the court or judge thereof wherein the cause is pending.

(2) The burden of proof to establish usury is upon the party interposing that defense, but the question of whether the usurious contract had been made or usury exacted is for determination by the jury in law actions, and in suits in equity by the court or by a jury, in the discretion of the court. In either case the verdict of the jury shall have the same force and effect as in law actions, and said defense shall be deemed to have been established as in other civil actions when sustained by the preponderance of the evidence in the case. If upon such trial evidence is introduced with respect to the subject matter of the litigation showing the payment of any commission, bonus, fee, premium, penalty or other charge, compensation or gratuity by the borrower to any officer, director or agent of the lender, knowledge thereof is, prima facie, imputed to the lender.

(3) The defense of usury may be interposed not only by the borrower, but by his accommodation indorser, guarantor or surety; by any junior mortgagee or lien holder; and by the vendee or grantee of any property involved in, or pledged or mortgaged as security for, the alleged usurious loan. Deduction shall be made from the amount actually received by the borrower of all usurious payments made by him or for his account.

(4) This chapter does not apply to bona fide sales or resales of securities or commercial paper.

(5) If it is ascertained in any action or suit brought on any contract that a rate of interest has been contracted for greater than is authorized by this chapter in money, property or other valuable thing, or that any gift or donation of money, property or other valuable thing has been made or promised to be made to a lender or creditor, or to any person for him, either by the borrower or debtor, or by any person for him, the design of which is to obtain for money

so loaned or for debts due or to become due a rate of interest greater than that specified by the provisions of this chapter, it shall be deemed usurious, and shall work a forfeiture of the entire debt so contracted to the county school fund of the county wherein such suit is brought. The court in which such suit is prosecuted shall render judgment for the amount of the original sum loaned or the debt contracted, without interest, less all payments made by or for account of the borrower, against the defendant and in favor of the state for the use of the county school fund of said county, and against the plaintiff for costs of suit.

**82.125** Transactions to which defense of usury applies. Notwithstanding any other provision of this chapter, the defense of usury applies only to transactions that involve an amount of \$50,000 or less.  
[1971 c.214 §2]

**82.130** Recovery by assignee of usurious contract. Nothing in this chapter shall be construed to prevent the bona fide assignee of usurious contract from recovering from his immediate assignor or the original usurer the full amount paid by him for such contract, which may be recovered by proper action in any court having competent jurisdiction if such assignee had no notice of the usury affecting the contract.

**82.140** Agreement to pay taxes on debt, credit or mortgage. (1) Any contract made by borrower and lender, debtor and creditor, or mortgagor and mortgagee on which the rate of interest is eight percent or under whereby one party agrees to pay the taxes on the debt, credit or mortgage existing or entered into between such parties, is legal and not usurious.

(2) Any such contract may be enforced by the parties thereto in the courts; but in making the assessments of credits, loans or mortgages, the same shall be assessed to the holder thereof as now provided by law.

#### REPAYMENT RESTRICTIONS

**82.150** Definitions for ORS 82.160 and 82.170. As used in ORS 82.160 and 82.170:

(1) "Loan" means a loan of money made by a person who is regularly engaged in the business of lending money.

(2) "Loan agreement" means the written document issued in connection with a loan that sets forth the terms upon which the loan is made.

[1973 c.611 §3]



**INTEREST**

82.005 (1979 c.655 §2; repealed by 1981 c.412 §24)

**82.010 Legal rate of interest.** (1) Subject to the limitations in ORS 725.031, or any other provision of law, the rate of interest for any transaction shall be as agreed between the parties to the transaction.

(2) The rate of interest for the following transactions, if the parties have not otherwise agreed to a rate of interest, is nine percent per annum and is payable on:

(a) All moneys after they become due; but open accounts bear interest from the date of the last item thereof.

(b) Money received to the use of another and retained beyond a reasonable time without the owner's express or implied consent.

(c) Money due or to become due where there is a contract to pay interest and no rate specified.

(3) Except as provided in this subsection, the rate of interest on judgments and decrees for the payment of money is nine percent per annum. Interest on a judgment or decree under this subsection accrues from the date of the entry of the judgment or decree unless the judgment or decree specifies another date. A judgment or decree on a contract bearing more than nine percent interest shall bear interest at the same rate provided in the contract as of the date of entry of the judgment or decree.

[Amended by 1959 c.365 §a; 1973 c.198 §1; 1975 c.61 §1; 1977 c.791 §1; 1979 c.655 §1; 1979 c.794 §1; 1981 c.412 §1]

82.110 [Repealed by 1981 c.412 §24]

82.115 (1975 c.625 §2; 1977 c.791 §2; repealed by 1981 c.412 §24)

82.117 (1979 c.638 §2; repealed by 1981 c.412 §24)

82.120 (Amended by 1975 c.321 §1; 1979 c.284 §90; repealed by 1981 c.412 §24)

82.125 (1971 c.214 §2; repealed by 1981 c.412 §24)

82.130 [Repealed by 1981 c.412 §24]

82.140 [Repealed by 1981 c.412 §24]

**REPAYMENT RESTRICTIONS**

**82.150 Definitions for ORS 82.160 and 82.170.** As used in ORS 82.160 and 82.170:

(1) "Loan" means a loan of money made by a person who is regularly engaged in the business of lending money.

(2) "Loan agreement" means the written document issued in connection with a loan

that sets forth the terms upon which the loan is made. (1973 c.611 §3)

**82.160 Notice to borrower of penalty for repayment prior to date for repayment in loan agreement.** (1) If a loan agreement provides for a penalty to be charged for repaying the loan prior to the date provided for repayment in the loan agreement, the loan agreement shall contain in printing or writing of a size equal to at least 10-point bold type substantially the following notice:

**NOTICE TO THE BORROWER**

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

(2) If a loan agreement does not contain a notice as required by subsection (1) of this section, a lender shall not collect from the borrower a penalty for payment of the loan prior to the date provided for repayment. (1973 c.611 §1)

**82.170 Notice to borrower of lender's authority to refuse to accept repayment prior to date for repayment in loan agreement.** (1) If a loan agreement authorizes the lender to refuse to accept repayment of the loan prior to the date provided for repayment in the loan agreement, the loan agreement shall contain in printing or writing of a size equal to at least 10-point bold type substantially the following notice:

**NOTICE TO THE BORROWER**

Do not sign this loan agreement before you read it. This loan agreement authorizes the lender to refuse to accept repayment of the loan prior to the date provided for repayment in the loan agreement.

(2) If a loan agreement does not contain a notice as required by subsection (1) of this section, a lender shall not refuse to accept repayment of the loan by the borrower prior to the date provided for repayment. (1973 c.611 §2)

## APPENDIX D

KENDRICK MERCER COMPANY  
1801 EAST CABRILLO BOULEVARD  
SANTA BARBARA, CALIFORNIA 93108

TELEPHONE:  
AREA CODE 805  
565-168

May 16, 1986

Chairman  
Committee on Standards of Official Conduct  
United States House of Representatives  
Washington, D.C. 20515

Re: James H. Weaver, Congressman,  
Fourth District, State of Oregon

Dear Sir:

I was the Treasurer for the "Weaver for Congress" committee for the primary election occurring in calendar year 1974.

Our committee kept detailed records on all cash receipts and disbursements and filed all appropriate reports through 1978. All original bookkeeping records, paid bills, copies of election reports, etc., are still in my possession.

During the period March 20, 1974 through September 13, 1974, Mr. Weaver loaned the committee \$24,500 to assist with cash-flow (Schedule attached).

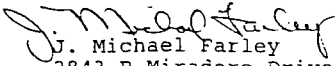
All original bookkeeping entries indicate specifically that these monies were loans. I am unable to find any indication that actual notes were ever prepared, but certainly it was the understanding of Mr. Weaver and myself that these were loans, and they were reported as such on all Federal and Oregon reports.

After twelve years I have no recollection of any specific conversation with Mr. Weaver as to applicable interest rates relating to the loans, but it was assumed that they were interest-bearing.

Committee on Standards of Official Conduct  
May 16, 1986  
Page Two

Please do not hesitate to contact me if I may be of further assistance in this matter.

Sincerely,

  
J. Michael Farley  
2843-B Miradero Drive  
Santa Barbara, CA 93105

JMF/mal

Enclosure

JAMES H. WEAVER  
CONGRESSMAN, FOURTH DISTRICT  
STATE OF OREGON

LOANS TO "WEAVER FOR CONGRESS" COMMITTEE:

March 20, 1974	\$ 100
March 29	100
April 29	2,000
May 13	2,000
May 17	500
May 20	800
May 25	500
June 7	1,000
July 18	2,000
July 22	3,000
September 13	<u>12,500</u>
TOTAL	<u>\$24,500</u>

APPENDIX E

Jim Weaver  
for Congress  
Committee

*C/32*

P.O. Box 3287, Eugene, Oregon 97403

LOAN AGREEMENT-----August 2, 1981

between ( James H. Weaver  
(  
( and  
(  
( Weaver for Congress Committee

The Weaver for Congress Committee hereby agrees to loan James H. Weaver the sum of \$18,634.75 for a period not to exceed nine (9) months.

James H. Weaver agrees to repay entire sum to Weaver for Congress Committee upon demand by Weaver for Congress Committee.

James H. Weaver agrees to pay Weaver for Congress interest on total sum borrowed, at a rate of 14%, compounded quarterly. All interest due is to be paid at time loan is repaid in full.

It is understood by both parties to this loan, that sum borrowed will be invested by James H. Weaver. All profits from such investments will be paid to Weaver for Congress Committee. Any losses incurred from these investments are the sole responsibility of James H. Weaver. Weaver for Congress Committee is not liable for any losses on investments made with sum borrowed.

*James H. Weaver*  
JAMES H. WEAVER  
*August 2, 1981*  
Date

(201)

## EXHIBIT 1

NINETY-NINTH CONGRESS

JULIAN C. DIXON CALIFORNIA CHAIRMAN  
ED JENKINS GEORGIA  
VIC Fazio CALIFORNIA  
WILLIAM J. COYNE PENNSYLVANIA  
BERNARD J. DWYER NEW JERSEY  
ALAN B. MULLOHAN WEST VIRGINIA

FLOYD D. SPENCE SOUTH CAROLINA  
JOHN T. BYRNE INDIANA  
JAMES V. HANSEN UTAH  
C. WILLIAM WHITENBRET VIRGINIA  
CARL D. PURSELL MICHIGAN  
GEORGE C. WORTLEY NEW YORK  
RALPH L. LOTKIN CHIEF COUNSEL

### U.S. House of Representatives

COMMITTEE ON STANDARDS OF  
OFFICIAL CONDUCT

SUITE HT-2, U.S. CAPITOL

Washington, DC 20515

WHEREAS, The Committee on Standards of Official Conduct has been presented with evidence by its staff reasonably indicating that Representative James Weaver's use of campaign funds may have resulted in violation(s) of the Code of Official Conduct, or a law, rule, regulation or other standard of conduct applicable to his conduct in the performance of his duties or in the discharge of his responsibilities; and

WHEREAS, pursuant to Committee Rule 13, the Committee determines that the evidence presented by the staff of such alleged violation(s) merits further inquiry;

NOW THEREFORE BE IT RESOLVED, that this Committee conduct a Preliminary Inquiry in accordance with Rule 11(a) to determine whether such violation(s) occurred; and

BE IT FURTHER RESOLVED, that the Chairman and Ranking Minority Member may authorize and issue subpoenas, either for the taking of depositions or the production of records, and that all testimony taken by deposition or things produced by deposition or otherwise shall be deemed to have been taken, produced, or furnished in Executive Session; and

BE IT FURTHER RESOLVED, that Representative Weaver be immediately notified of this action and informed of his rights pursuant to the Rules of this Committee.

EXHIBIT 2  
EXECUTIVE SESSION—PENDING BUSINESS

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THURSDAY, AUGUST 14, 1986

HOUSE OF REPRESENTATIVES,  
COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT,  
*Washington, DC.*

The committee met, pursuant to call, at 4:00 p.m., in room H-310, the Capitol, Hon. Julian Dixon (chairman of the committee) presiding.

Present: Representatives Dixon, Jenkins, Fazio, Coyne, Dwyer, Mollohan, Spence, Myers, Hansen, Whitehurst, Pursell, and Wortley.

Staff present: Ralph L. Lotkin, chief counsel; Jan Loughry, administrative assistant; John M.S. Hoefer, counsel; and Linda R. Shealy, secretary.

Also present: Representative James Weaver; Representative John F. Seiberling; Stanley Brand and Abbe Lowell, counsel to Representative Weaver.

The CHAIRMAN. A quorum being present, the committee will come to order.

If you will invite in Mr. Weaver and his counsel.

Congressman Weaver and counsel, let me welcome you to the Ethics Committee, and indicate that you are here in response to an offer in a letter we sent to you indicating that we would be glad to have you appear before the committee if you so desired.

The record will show that Abbe Lowell is here representing Mr. Weaver, and Stan Brand representing Mr. Weaver.

Mr. Seiberling, at this stage of the proceeding, which is a preliminary inquiry, Mr. Weaver is entitled only to counsel. If, in fact, you are here in that capacity, that is fine. If you are here in some other capacity, we are in Executive Session, and no Members of the House nor the general public are allowed in, so I just want to try to establish for this record in which capacity or what capacity you are here.

Mr. SEIBERLING. I am a lawyer and Mr. Weaver originally asked me if I would represent him, and I said I would be glad to act as an adviser, but that I thought he also ought to have a practicing counsel, which he now has, but I am still here trying to understand this proceeding and help him in connection with this matter.

The CHAIRMAN. So you are here as one of his attorneys.

With that, the Chair wishes to announce that this phase of the committee meeting is pursuant to the preliminary inquiry concerning Representative James Weaver. As has been our practice in the

past and pursuant to Rule XI(a)(2)(A), during this phase of the committee's proceeding, respondent is entitled to make a statement to the committee concerning the allegations with respect to which the inquiry is being held.

Representative Weaver has elected to present a statement to the committee under these rules.

At this time, the Chair will recognize Mr. Weaver for a statement and pursuant to the House rules, I will ask Mr. Weaver to stand and be sworn.

Mr. Weaver, do you solemnly swear or affirm that the testimony you are about to give before this committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WEAVER. I do.

The CHAIRMAN. Please be seated.

Mr. Weaver, this is your opportunity to make any statement as it relates to our preliminary inquiry that you may want to offer, and I would indicate to you that after that statement, the members of the committee may or may not have some questions that they might want to ask.

#### TESTIMONY OF HON. JAMES WEAVER, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF OREGON

Mr. WEAVER. Thank you very much, Mr. Chairman and Members. I appreciate the time you are taking here.

I have just a very brief statement that could be expanded, if the committee needed, to much greater length in more detail at some other time. It would be entirely up to the committee. I would hope that if it were required, that a longer statement could be made. But for now, just this simple statement that I didn't want to take the committee's time.

I want to thank you for allowing me this opportunity to present to the committee this statement relative to your preliminary inquiry.

As official documents, "Weaver For Congress" campaign finance reports and personal finance disclosures, now stand, as they now stand, the facts are that I made long-term loans to "Weaver For Congress" of \$24,500 in 1974, and an additional approximately \$10,000 in 1984. This principal sum, together with interest at 14 percent, has been repaid to me. There exists now no obligations between myself and "Weaver For Congress."

The amended reports which declare these facts were filed in December of 1985. The Federal Elections Commission has reviewed these reports and found them in order and in compliance with law.

At no time from 1974 to the present did any payments from "Weaver For Congress" to me exceed the amount due and owing to me from "Weaver For Congress."

The CHAIRMAN. Is that your statement?

Mr. WEAVER. Yes, Mr. Chairman.

The CHAIRMAN. We have obviously had some discussion with your counsel and some discussion which would indicate that Mr. Weaver has been very cooperative with the committee in providing documentation. Some of the questions I may ask, I am asking only for the record.



To summarize your statement, the monies that you have drawn from the Campaign Committee, \$82,000, are basically repayment and principal of loan; is that correct?

Mr. WEAVER. Yes, sir. There were eight such issuances and only eight issuances from "Weaver For Congress" to me. And as per the amended reports, these were payments of interest and principal from loans made to the committee prior to these payments.

The CHAIRMAN. Let me ask if at any time did you characterize these repayments of loans and interest as any other form?

Mr. WEAVER. Yes, Mr. Chairman, I did.

The CHAIRMAN. And what was that, and when was that?

Mr. WEAVER. In 1981, the sum of \$18,000—it may not be precise in my amounts. I don't have the figures right now. \$18,634 was a loan made by Weaver. This was characterized in the campaign report made for 1981 as a loan to me from "Weaver For Congress." And another loan in 1982, \$15,000; a loan in 1984, I believe, of \$5,500; and three loans of \$15,000; and a loan of \$3,300 from "Weaver For Congress" to me were characterized as loans from "Weaver For Congress" to me and were so characterized on every single campaign report from 1981, 1982, 1983, 1984.

They have been on the public record since 1981, and on my personal financial disclosure, 1981, 1982, 1983, and 1984. So it has all been on the public record, every single thing, for five years.

The CHAIRMAN. If I understand you correctly, you are saying that at some time you did characterize these as loans to Weaver?

Mr. WEAVER. Yes, Mr. Chairman.

The CHAIRMAN. Let me ask you, subsequently you have indicated that you amended your forms and indicated that they were repayment loans?

Mr. WEAVER. Yes, Mr. Chairman.

The CHAIRMAN. My question to you now is, why did you make the first characterization as loans to Weaver?

Mr. WEAVER. My loan to the Weaver For Congress Committee in 1974, the year I won first election, amounted to an aggregate of \$24,500—was a sum I wished to be paid back, but I never have gotten much, many campaign contributions. I don't solicit money much. I don't believe in campaign spending or campaign fund raising, and I do as little of it as possible. And so I didn't have much money.

Well, by 1980, the Weaver For Congress Committee was getting some money in, and so I told my campaign aides that I wanted to be paid back the money owing me from the campaign. They then told me—this was Mr. Joe Rutledge, who worked for me and was my campaign manager—told me that the law had been changed and that I no longer could be repaid back.

Well, I was very distraught. I remember this clearly. It occurred in the room. I said, "My God, no, I need that money and I want it paid back."

He said, "Sorry, the law has been changed. You can't."

Well, you know you take your aide's word for it. You can't check everything they say. But I kept this in the back of my mind because I was going to look into it and see if it could be paid back. In that view, when the money did issue from Weaver For Congress in 1981, 1982 and 1984, I was under the impression, or at least the

possibility, that it couldn't be paid back, and so these sums were identified as loans from Weaver For Congress to me.

Then, in a Wall Street Journal story of December 3rd, 1985, by Brooks Jackson, Mr. Jackson mentioned a number of uses of campaign funds, such as buying shotguns and country club dues and things like that. Naturally, I read it, and I got to the end of it and there was a paragraph in there that said Bud Shuster, Congressman Shuster of Pennsylvania, had repaid himself loans made in the early Seventies.

I said, wait, what about this? My hand went out to the phone and I called up the General Counsel of the Federal Election Commission, and I asked him—I said, "The Wall Street Journal reports that Mr. Shuster repaid himself loans made in the early Seventies; is that right?"

He said, "Of course." He said, "Any loans that are on the books of the campaign actually must be returned. You can't terminate a campaign committee without the obligations being fulfilled." He said, "You may do that with interest."

This was news to me, and wonderful news, and so at that time I immediately sat down, amended my reports, and so did it.

Now, I would have repaid these loans from other sources of money. In other words, the campaign would have had the loans repaid from other sources of money. The loans were always there and would have been repaid. The campaign would have been made whole, has been made whole, with 14 percent—would have been made whole with 14 percent interest, except that I discovered that they should have been payments to me by the past loans I made to them.

Mr. Chairman, it was a long story, but that is exactly how it happened.

**THE CHAIRMAN.** Let the record indicate that I had a conversation with Mr. Weaver about the time of the New York Times article. It is based on my recollection that what he is saying here today is consistent with what he said to me at the time of the New York Times article.

At the time you made loans to the campaign, were they evidenced by any written loan agreement?

**MR. WEAVER.** The 1981—I told my aides that I didn't want to raise more money for campaigns. I just said I don't want to take it, don't want to do it, and I had the idea—and I will confess that I was a professional commodity trader prior to coming to Congress, although my main business was building buildings to lease—and I felt I could make money in commodities. I had written the Ethics Committee in 1978 or 1979 asking them if it was all right for a Member to trade, and the letter said yes, it was, and so I felt I could raise money this way.

It was not a good idea. I am sorry I did it. But we had a document saying—and it is, of course, in the possession of the committee—saying we loaned—Weaver For Congress loans Mr. Weaver \$18,634 at 14 percent interest, with the idea of investing the money in commodity investments, in hopes that we would raise money for the campaign.

I—however, it was a loan at 14 percent. That was the committee's interest. The committee was held absolutely harmless from any loss because it was a loan to me.

I just wanted to—if I made profits, I wanted it earmarked for the campaign and not for my own pocket, although I didn't have to. I could have kept it myself.

The CHAIRMAN. Of course, this could be very confusing. My question is directed to when Congressman Weaver made loans to the campaign. At the time that Congressman Weaver made loans to his campaign, were those loans evidenced by some written agreement?

Mr. WEAVER. Yes, sir. They were characterized as loans in every single campaign report, as loans, and the documents showed loans outstanding from myself to the committee. And when they actually occurred, they were put in as a loan category of the campaign report, as submitted to the Federal Election Commission.

The CHAIRMAN. Was there any agreement, written loan agreement, between Congressman Weaver and the Weaver campaign?

Mr. WEAVER. There was no action as such. We felt that the characterization of them as loans and the checks themselves—I know the \$12,500 check I wrote to the committee is characterized on the check as a loan. They were discussed as loans with the campaign treasurer, Mr. Farley, and they were always loans, and without any question to be paid back, and to be paid back with interest, because there is no such a thing as a non-interest bearing loan that I know of.

The CHAIRMAN. Mr. Weaver, I just want to pursue this a little bit more, and I hope you will understand the reason I want to pursue it.

Mr. WEAVER. Certainly, Mr. Chairman.

The CHAIRMAN. I want to get to the heart of the 14 percent interest.

You had indicated that there was discussion between you—and I guess that would be in the capacity as the candidate—and your treasurer, who would be acting in the capacity of your campaign.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. I believe you indicated that one part of the discussion indicated that there would be loans from you to the campaign?

Mr. WEAVER. Yes, sir.

The CHAIRMAN. Was there a discussion as it relates to interest?

Mr. WEAVER. I recollect no discussion as to specific interest.

The CHAIRMAN. Let me ask you, then, did you ever make loans to the campaign where no interest was charged?

Mr. WEAVER. In the succeeding campaign, I think 1975 and 1976—my campaign always had cash flow problems, as you can imagine. I didn't get much money. First of all, I didn't think I was going to win, and people weren't jumping up and down to contribute, and so particularly in the early stages, just during the odds and ends of an early campaign, I remember in 1975 and 1976 I made some cash flow advances—\$1,000, \$500, \$2,000—maybe adding up to around \$6,000 in that period. There were quite different from a long-term loan that I had made in 1974, because the critical difference in those was that they would be paid back as soon as money came in.

In other words, as soon as we got receipts, just like the government does cash management bills, gets the money in and pays off the bill, any campaign receipts that came in would pay off these advances, and they were to be paid off prior to the election. In other words, they weren't at risk.

The key thing to a long-term loan to a campaign, of course, if you lose, particularly if I lost, there would be very, very slim possibilities that that loan would ever be paid back. But these were cash flow loans.

Really, I should have charged interest on them. And I may go back and amend my reports and charge interest on them, although I would like to terminate Weaver For Congress. I have only one debt outstanding on it, and I would be willing to waive interest on those loans. But that is why no interest is charged, or at least I wasn't given back interest. I didn't specifically waive the interest, either.

The CHAIRMAN. The smaller amounts, were they interest-free or did they also have an interest rate?

Mr. WEAVER. Well, these cash flow advances, Mr. Chairman, as I say, were paid back, most of them, within weeks or months of making them. I took back the exact principal sums that I took. But, you know—

The CHAIRMAN. Just a moment ago you indicated that you may go back and amend, I believe you said to draw some interest on them.

Mr. WEAVER. Well, I could. I could.

The CHAIRMAN. I am asking, what interest would that be?

Mr. WEAVER. Fourteen percent.

The CHAIRMAN. Let me ask you, Mr. Weaver, one final question before I ask other Members—

Mr. WEAVER. Excuse me, Mr. Chairman. Let me amend that. I haven't really thought that out, Mr. Chairman.

Probably because they were shorter term and had much less risk, considerably less risk, they would be at a lower interest rate, would be my guess.

The CHAIRMAN. If there is or was not at the time a written memorandum spelling out interest, and you do not recall a conversation with the agent of the campaign—that is, the treasurer—what is it you rely upon to establish the 14 percent interest rate?

Mr. WEAVER. Mr. Chairman, I may have made some mistakes in the commodity market, and I admit it, and I want everybody to know my commodity account is closed and has been closed, and I don't want to make that mistake again, but I do know quite a bit about interest rates. I mean, it was my business as a real estate developer. I did the financing and the leasing and the borrowing from the banks. And interest rates have been my business. And I just made a judgment on the interest rate as to what would be appropriate in the circumstances.

Also, it was the interest rate which I had previously characterized the issuances of funds from the committee to me, the interest rate I paid that committee—14 percent. So I just made judgment, Mr. Chairman, from my knowledge.

If the Chair would like documentation of prevailing interest rates, as you know, during this period of long-term loans, interest rates got up to 22 and 24 percent.

The CHAIRMAN. Well, certainly for the record, if you have some documentation of that.

Let me ask you, were you making commercial loans at that time where you were paying on or around or about 14 percent? Is that what you are saying?

Mr. WEAVER. I have no recollection, Mr. Chairman, of any specific loan. I think that a letter from Mr. Lotkin said I had—didn't it say I had a loan at 10½ percent from a bank?

The point is that I was one of the bank's best customers—the U.S. National Bank, 17th and Oak Branch, Eugene, Oregon—and had at one time maybe 20 or 25 accounts with that bank, and had a substantial net worth. Whereas, the Weaver For Congress had no net worth at all; could quite likely not ever pay back its debts if I ever lost a campaign.

As you know, there are three constituents of interest rates: one, the cost to the lender himself; two, the rate of inflation; and three, risk. And risk accounts usually for a great deal of the amount of the interest one pays. Junk bonds, for instance, pay 2, 3, 4, 5 points above U.S. Treasury or good corporate bonds. And I don't want to describe my own campaign as junk bonds, but its ability to pay back, particularly if I lost the election, was very slim.

I do have the document, Mr. Chairman.

The CHAIRMAN. Dealing with interest rates at the time?

Mr. WEAVER. Yes, sir.

The CHAIRMAN. It will be submitted for the record.

Mr. WEAVER. It does say that at the time loans made by me to Weaver for Congress in 1974, the prime rate was 12 percent, consumer loans were 17 percent, something that not everybody recalls, and so 14 percent is a very reasonable rate at that time.

The CHAIRMAN. Just let me ask two other questions as it relates to Oregon law. I only base this on California law. In California generally, and in most States, there is a statutory rate of interest where there is silence as it relates to interest rates.

Are you aware of the fact that there was or was not such a law in the State of Oregon in 1974?

Mr. WEAVER. Excuse me, Mr. Chairman?

The CHAIRMAN. I said that in most States—particularly I am familiar with California—where a loan has been made and there is no interest rate on the face of that loan, that in fact there is a statute that says the interest rate, where no interest rate is named, shall be at a certain rate.

Is there or was there such a law in 1974 in Oregon?

Mr. WEAVER. We haven't looked into that, Mr. Chairman. I made probably a thousand loans with banks and between parties in my business, and I don't recollect there was any. But I know that the IRS, the Internal Revenue Service, if you ever did make a non-interest or a low-interest bearing loan, made you up the interest rate, because they considered it actually, you know, not capital gain or whatever, but actual interest due, and reported it as income. But I know of no law such as that.

Oregon did have a usury law in effect at the time in 1974.

The CHAIRMAN. And do you know what that law stated as it relates to interest rates?

Mr. WEAVER. Yes, sir. I checked into that. That was 15 percent for non-real estate personal and business loans.

The CHAIRMAN. If you would provide for the committee the citation on that. I, from my notes here—they indicate—and we may be entirely wrong—the Oregon statute that prevailed at the time was Oregon revised statute 82.010, which said that the usury rate in the State at the time was any loan in excess of 10 percent. But we may be entirely wrong. And we would certainly appreciate your citation as it relates to the law in 1974.

Mr. WEAVER. I am sorry. I checked with the Corporation Commissioner of Oregon just last week, and they cited me. It had been 18 percent unsecured loans. It was changed in 1973 to 15 percent. Real estate loans' usury rate was 12 percent.

Now, the 10 percent that you are talking about, Mr. Chairman, was a discounted interest rate made mainly for car loans. Now, a discounted rate, actually it reads a little differently than that. A discounted rate, you can double it to get simple—as a rule of thumb, you go borrow money at the bank at 10 percent on a car. What they do is you borrow \$100 and they loan you \$90. They discount the note, so you borrowed \$100, and you might get \$90. That is called discount. That would be a 10 percent discount note. It actually adds up on a simple interest per annum to roughly double that. So, in effect they had a 20 percent usury rate in Oregon on that basis.

The actual loan rate for such car loans was on a simple basis between 17 and 18 percent.

The CHAIRMAN. If you would get that citation to us.

Mr. WEAVER. I will be glad to, Mr. Chairman.

The CHAIRMAN. We are interested in the year 1974.

Mr. Spence.

Mr. SPENCE. Please, Mr. Chairman.

Mr. Weaver, in your personal financial disclosure statements before 1985, did you list the Campaign Committee's obligations to you?

Mr. WEAVER. Yes, sir; every year, sir.

Mr. SPENCE. And the interest rate and the schedule for repayment?

Mr. WEAVER. I don't think I did. I wasn't aware I was required.

Mr. SPENCE. The interest part?

Mr. LOWELL. I am sorry, Mr. Spence. Did you ask the Congressman whether or not in his financial disclosure forms in addition to listing the fact that he had a debt outstanding or a loan outstanding in the financial disclosure form he also listed the prevailing interest rate on the schedule?

Mr. SPENCE. Whatever interest he would charge, whether prevailing or not.

Mr. LOWELL. I think the answer is that he didn't. But I also think the answer is that the terms of the loans themselves aren't put in the financial disclosure forms; just the obligations, copies and the amount of the obligations.

Mr. WEAVER. I didn't know that. I would be glad to do it. My personal financial disclosures, of course, up until amended reports

were filed, did not list the loans from me to the committee, because I didn't think they were in existence, because of the erroneous information I had been given, but did say, did include, always include, the loans from Weaver for Congress to me, every one of them, from 1981, 1982, 1983, 1984, 1985. They were all in the public record and listed. But I did not put the interest rate or the terms.

Mr. SPENCE. What about the FEC forms?

Mr. WEAVER. Oh, yes, sir. That interest rate was put on there, sir, and the terms, which was 14 percent non-demand.

Mr. SPENCE. After you amended it or before that?

Mr. WEAVER. Well, before I amended the report it was on every FEC report from 1981, 1982, 1983, 1984 and 1985. Every one listed the loans from Weaver For Congress to me as 14 percent non-demand.

Mr. SPENCE. When you went back and amended those reports—

Mr. WEAVER. Yes, sir, I did.

Mr. SPENCE [continuing]. In 1984 and 1985, what caused you to think you had to amend them?

Mr. WEAVER. Because I found out late in the game that I could repay myself those loans. I didn't know that until the Wall Street Journal story occurred that informed me I could, and then I called the Federal Election Commission and found out that I could, and I therefore amended my reports to have Weaver for Congress repay me those loans.

Mr. SPENCE. I have no further questions.

The CHAIRMAN. Mr. Jenkins.

Mr. JENKINS. Mr. Weaver, as I understand your statement, that I think is borne out by the documents that I have reviewed, when you first ran for Congress basically what you did was to loan your committee the funds, but you did not list those as loans to the committee because you didn't think you could repay them legally.

Is that correct?

Mr. WEAVER. Yes. The loans were on all my campaign financial reports. The loans from me to Weaver for Congress occurred on the reports filed with the Federal Election Commission as loans repayable obligations to the committee to me. But it was in 1979 or 1980, some time in there—I can't specifically say the precise date—that my campaign aides informed me, when I asked to be repaid, that I couldn't do it. And there is a document, by the way, that the committee has from Joseph Rutledge, the aide who gave me this advice, affirming under penalty of perjury that he gave me this erroneous advice at that time.

Mr. JENKINS. So at that time when you listed on your financial statement to FEC the existence of those loans from you, as an individual, to the committee, you simply stated the principal amount that you had advanced to the committee?

Mr. WEAVER. As I said, that is on the amended reports. I didn't list them on my—I didn't list them as loans from me to the committee because I didn't think—I thought they could be just out the window.

Mr. JENKINS. And then later, when you discovered that you could be repaid with interest, you did repay yourself?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. The total principal amount plus interest at 14 percent?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. As to how you arrived at 14 percent, in your opinion, looking back, the 14 percent was within the going rate at that time?

Mr. WEAVER. Yes, sir. I just assumed, you know—I could have, and I didn't—I could have gone and taken interest rates per year, and done a real—you know, taken perhaps 14 percent in 1974 and maybe, who knows, 12 percent in 1976, and then 20 percent in 1980, you know.

I said, from my knowledge and judgment of interest rates in that period, 14 percent—I have a number of notes outstanding at 14 percent myself in that period, and I have some at 12, personal notes. I thought 14 percent was a very reasonable interest rate in this circumstance.

Mr. JENKINS. At the time you listed the loans from the committee back to you, which in effect were repayments to you, you listed the interest rate that you would be paying would be 14?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Percent?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. So you used the same rate in both of them; is that correct?

Mr. WEAVER. Exactly; right.

Mr. JENKINS. Under the Oregon usury laws, which was discussed by the Chairman, I am assuming—and I do not know Oregon usury laws—but I am assuming from what you say that the 10 percent that they may have used as an add-on—

Mr. WEAVER. It is a discount.

Mr. JENKINS [continuing]. Provision, which is very true in most States, when you have a low usury rate, it ends up being twice that amount if it is a discounted loan. So that the 14 percent which was at a simple interest rate—

Mr. WEAVER. Yes, sir.

Mr. JENKINS [continuing]. Did not, in your opinion, violate any Oregon usury laws?

Mr. WEAVER. No. These were not discount loans, so the Oregon usury law—it was 15 percent for simple per annum personal unsecured notes.

Mr. JENKINS. Does the total of the amount that was repaid, being approximately \$82,000—is the correct amount of the principal amounts that you advanced, together with interest at 14 percent, over the time of repayment? In other words, the \$82,000 really represents \$34,500 in principal, together with the interest?

Mr. WEAVER. Mr. Jenkins, I spent Saturday and Sunday, after learning that I could repay my loans, going over the payments that had already issued from Weaver for Congress to me, and working out what 14 percent compounded annually—I compounded annually, not quarterly, or anything like that—but 14 percent compounded annually, and had no idea how it was going to work out when I started. I did it all by hand. I didn't use an adding machine. And I sat there in my office all day Saturday, all day Sunday, and made the schedule of payments, compounded the amount owing me, and



then the payments made, and reduced the principal, et cetera, and it came out exactly that, it turned out.

As I say, I was kind of amazed. I had no idea how it was going to turn out, whether I would still owe money or what. And it turned out the campaign still owed me \$1,200, and it covered every single payment.

Never, at any time, at any time, was any—did the amounts taken from Weaver for Congress exceed the amounts owed me. In other words, at all times there was a positive balance owing me in Weaver For Congress, but it ended up at \$1,200, and that I forgave the committee just simply to try to—excuse me—to terminate, to try to get that committee terminated.

Mr. JENKINS. Like most Congressional campaign committees or at least some of them, I assume that the person running the campaign committee would do basically what you asked them to do.

Mr. WEAVER. Sir?

Mr. JENKINS. Like most campaign committees, really, you called the shots as far as decisions as to—

The CHAIRMAN. Excuse the interruption, Mr. Jenkins, one second. What was the beeper? Was it a vote?

Mr. MOLLOHAN. No, sir. Just urging members to come to the floor.

The CHAIRMAN. I wasn't sure. When you hear the vote, will you let us know? Sorry.

Mr. MOLLOHAN. It is a big responsibility, but I think I can do that.

Mr. JENKINS. Mr. Weaver, the question I am asking is, I am assuming that—tell me if I am correct or not, that the campaign treasurer or campaign chairman or whomever it may be basically carried out the orders that you issued.

If you said the interest rate was 14 percent as long as that was legal, I would assume that would be your decision and not theirs.

Mr. WEAVER. I assume so, yes.

Mr. JENKINS. Your decision and not theirs.

Mr. WEAVER. I would assume so, yes, sir. I would assume so.

Mr. JENKINS. I don't think I have any other questions.

The CHAIRMAN. Mr. Myers?

Mr. MYERS. Thank you, Mr. Chairman.

Mr. Weaver, in an earlier prepared statement, I understood that you had transactions between you personally and your campaign accounts, both to repay the loans that you had advanced from time to time, but also that the campaign had issued money to you in the form that you would sign a note for investment in commodity contracts; is that correct?

So you went both directions.

Mr. WEAVER. The first reports for 1981, 1982, 1983, 1984, and 1985 characterized them as funds issued—there were eight separate funds that issued from the campaign committee to me. 18,634 in 1981, 15,000 in 1982; 5500; and I believe 8500; 15,000, 15,000, 15,000, and 3300.

As I recall, those are the payments. Those are the only funds that issued to me from Weaver for Congress. They were at first characterized in my campaign reports each time, exactly, as loans from Weaver for Congress to me. My understanding with Weaver

for Congress was that the reason—even though they were loans at 14 percent interest, and that was all Weaver for Congress could expect, that was the investment—nevertheless, I stipulated that I was doing this because I had hope to take these monies, this loan that was then my money, it was my own money that Weaver for Congress had loaned me, invest it in the commodities market, make money, and that I didn't have to then give it back, any profits to Weaver for Congress, but that was my intention to do so.

If that answers your question, Mr. Myers?

Mr. MYERS. And these proceeds that you have identified that the Weaver for Congress advanced to you, which you issued a note, I guess, to the campaign, you did buy commodity contracts with those funds.

Mr. WEAVER. Yes, sir, I did.

Mr. MYERS. Now, did you ever have profits? Did you have only losses from those? I have been in the business, too.

Mr. WEAVER. Mr. Myers, I go back over my checkbooks, and I just say, I shake my head, I don't understand, No, sir, I just lost consistently. I will say this, before I came to Congress when I was doing commodity trading almost full-time and not distracted, I worked mostly in those years 14, 16 hours a day as I am sure many of us do here, before I came to Congress, I made very, very good money in the commodity markets, and particularly in the years 1973 and the first four months of 1974.

So, I thought I could do it again. But I couldn't. It was a mistake. I wish I had not done it, of course.

Mr. MYERS. So you have no—

Mr. WEAVER. But that was my own money I lost, and—

Mr. MYERS. It was your money in the fact that you had borrowed it from the campaign committee, and you repaid the campaign committee those losses including interest.

Mr. WEAVER. Yes, sir.

Mr. MYERS. You assumed that and if there had been a profit on a contract or two, you would have put that money in the campaign?

Mr. WEAVER. I wasn't obligated to, but that was my intention, to contribute that as a contribution to Weaver for Congress.

Mr. MYERS. The fact that you would have to pay taxes—

Mr. WEAVER. I would have to pay taxes on the profits.

Mr. MYERS. That was my next question, you would have to pay taxes on any profits or losses.

Mr. WEAVER. You don't have to pay tax on the losses.

Mr. MYERS. Well, you would have to account for all your losses on the tax returns.

Mr. WEAVER. Yes, sir.

Mr. MYERS. It was impossible, I assume, then from this that you also had a Jim Weaver or James Weaver account with the commodities that you were investing similarly, so when you go back to your records, you can't tell which was which, is that correct?

Mr. WEAVER. I had two accounts, both my personal accounts. Just like you might have one savings account just in your name, and another savings account saying, "Myers vacation fund." You are going to take that interest and go on a vacation with it. You don't have to, but that is your intention. You are saving up for that vacation.

I had one account saying "Jim Weaver Account" and another account that I had hoped to make money in and contribute to the campaign, so I called it "Weaver Campaign Account."

Both accounts are my own personal accounts, both accounts were completely my sole responsibility and obligation.

Mr. MYERS. But for income tax purposes, you treated them equally, similarly?

Mr. WEAVER. Yes, sir.

Mr. MYERS. You had to. And today, it is impossible for you to resurrect which was which and which money went into which account?

Mr. WEAVER. No, you can go back to—

Mr. MYERS. But you haven't done that.

Mr. WEAVER. I didn't bother.

Mr. LOWELL. The committee staff has done that, Mr. Myers, I believe.

Mr. MYERS. I wonder if Jim did, though. That is why I asked.

Mr. WEAVER. No, sir, because it was a loss. If profits had been made, yes. But it was for the bookkeeping purposes. That was the point of it. But I wasn't obligated to give the money to Weaver for Congress, it was just my intention to do so.

What I was obligated to do was to repay principal and interest at 14 percent. That was what it was.

Mr. MYERS. Did the Weaver for Congress Committee have a contract account, commodity contract account? A number?

Mr. WEAVER. No, sir, it did not. It did not have a commodity account. At one point, and it was for check cashing purposes, Weaver for Congress opened a stock account, but no transactions were ever made in it.

Mr. MYERS. So, the broker you went through whenever you made an investment, it was in the name of your personal account, either one of those two personal accounts then?

Mr. WEAVER. Excuse me?

Mr. MYERS. Well, the broker that you bought—invested the money from the accounts, went into one of those two accounts that you had. Why did you have two?

Mr. WEAVER. Like you might have a savings account in your own name and then you are going to set aside—

Mr. MYERS. You would have a reason, I usually have a reason if I had that done that way.

Mr. WEAVER. My reason was that I had hoped to make profits, and I had a feeling that I would contribute those profits in this one account to my campaign. That is exactly what it was and how it is styled on the document that was signed in 1981.

Mr. MYERS. From that response, I take it all the activity was on one, so you had mostly losses, the other one was pretty inactive then?

Mr. WEAVER. No, they were both very active accounts, very active accounts. Both of them.

Mr. MYERS. Thank you, Mr. Chairman. Thank you.

The CHAIRMAN. Mr. Fazio.

Mr. FAZIO. Jim, I think you have indicated that you agree that there was really no difference in the purposes of the accounts, I am saying Weaver Campaign Account, others don't have that related

campaign function. But all of them essentially really were at your own personal disposal.

Mr. WEAVER. Yes, sir, they were my obligations, I was responsible for any losses, they were solely at my discretion, nobody else was involved at any time.

Mr. FAZIO. I guess the question would be that if that is the case, why would all the investments that were made not necessarily be in pursuit of your own personal economic progress, your own personal financial future?

Mr. WEAVER. Well, when I discussed this with my campaign aides in 1981, I said, I don't want to have to—it would be nice not to have to raise campaign funds anymore. Let's use the surplus funds in the campaign account to try to make some profits.

I will then contribute those profits to Weaver for Congress, and so, under those auspices, the campaign loaned me money at 14 percent.

Now, that is all the transaction the campaign had. There was a loan to Jim Weaver at 14 percent.

Mr. FAZIO. You were free to do that whenever you—

Mr. WEAVER. Whenever I wanted to. I could have gone out and bought, you know, a house with it, or a car with it or whatever. But just as a banker, you know, I go in and borrow money from a bank, they say what are you going to do with it? The whole point of it was that I was going to—this was discussed closely—I was going to take this money, it was my money, put it in a commodity account and if I achieved profits, I was going to—didn't have to—but my intention was to contribute those profits to Weaver for Congress.

But I was solely responsible for any losses and solely responsible to repay the campaign committee the principal and interest.

Mr. FAZIO. And solely responsible to make decisions as to—

Mr. WEAVER. Absolutely.

Mr. FAZIO [continuing]. As to when and where the funds that you derived would be expended?

Mr. WEAVER. Yes, sir.

Mr. FAZIO. Whether they be in some other personal account or in the campaign account, that was a personal account?

Mr. WEAVER. I am solely responsible for the funds, solely responsible for the accounts, solely obligated for the accounts.

Mr. FAZIO. When you borrowed money from the campaign to invest for the benefit of the campaign, as you put it, you made specific investments.

Were any of those investments eventually to accrue to your own benefit?

Mr. WEAVER. I am sorry?

Mr. FAZIO. When the investments were made with funds derived from your campaign account, were any of the benefits that you derived from those investments ever used for your own personal benefit?

Mr. WEAVER. A commodity trade, long-term commodity trade is three or four days. Maybe I am not answering your question.

Mr. FAZIO. Did you cover any of the margin accounts that you had outstanding in any other accounts that you had with any benefits with any investment profit that you made?

Mr. WEAVER. I had two personal accounts, one was called James H. Weaver Account, the other was called Weaver Campaign Account. Both were James H. Weaver personal accounts, solely responsible for both, both under completely my control, and obligation.

And upon opening the Weaver campaign account, which is my personal account, I signed a document on the day I opened it that monies could be journaled back and forth between the accounts on the day I opened the accounts.

I had full intention of journaling money back and forth at any time to make up margins on either side. As it turned out, I didn't remember to tell you the truth, but I went back and looked at the records, and all the money was journaled from my one personal account called James H. Weaver to the Weaver Campaign Account, and then later on, there were journals back, but in the early period, the first six months, all the money was journaled from James H. Weaver personal account to the Weaver Campaign Account.

Mr. FAZIO. I guess I am really going after the funds derived from your real campaign account, your campaign's account. Were any of the benefits that you derived from investments made with money borrowed from your real campaign account or invested in any situation that might have benefited any of the other accounts that you personally maintained?

Mr. WEAVER. See, the only money that was ever invested was my money. My own personal money. Weaver for Congress money was never invested in anything other than a loan to me. The only money Weaver for Congress ever put out was a loan to me. That was its investment at 14 percent.

The money that went into these two accounts, commodity accounts, came from my own personal checking account and/or was my own personal funds.

Mr. FAZIO. So, the money borrowed from your campaign fund, your official FEC funds—

Mr. WEAVER. Became my money. Once it was borrowed it was my money.

Mr. FAZIO. You would argue then that all investments that you made with that—

Mr. WEAVER. Were my own funds.

Mr. FAZIO. Were personal investments.

Mr. WEAVER. Of course.

Mr. FAZIO. Not made by your campaign.

Mr. WEAVER. My campaign never made any investment except the ones to me at 14 percent.

The CHAIRMAN. If I could interrupt?

Mr. FAZIO. Yes, I would be happy to yield.

The CHAIRMAN. In conjunction with that, though, you took that money that you borrowed from the campaign and invested in two accounts, one called the Jim Weaver Account, and one called the Campaign for Jim Weaver.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. And you indicate that in fact, although they were called two different names, that they were both your personal accounts.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. Getting to John's question again, why did you call one the Weaver—what was the distinction between the two, and why did you call one the campaign account, and one the Weaver account?

Mr. WEAVER. Because I had a noble idea that if I made some money in the commodities, I would like to contribute to my campaign. So I could have kept just one account and done that, and probably should have, and I don't know if it would have made any difference at all.

But I said, I am going to set up another campaign—another account, call it the campaign account, and if I did make profits in that account, I might, if I wished and it was my intention to, but I was not obligated to, but I might contribute that to Weaver for Congress.

That was what I hoped to do is in effect, just simply personally finance my own campaigns with profits made from commodity trading.

But I wanted to—I set up one account with the idea just like a vacation account, I am going to use that money to—

The CHAIRMAN. If the gentleman will yield further?

Mr. FAZIO. Be happy to.

The CHAIRMAN. But at that time, Jim, at that time you intended to return the money that you borrowed?

Mr. WEAVER. I had an obligation to Weaver for Congress to repay principal and interest at 14 percent. That was my sole obligation to Weaver for Congress.

The CHAIRMAN. That was 14 percent quarterly?

Mr. WEAVER. On the document, it says 14 percent compounded quarterly. I had forgotten that, but I read the document. I didn't write that document, the campaign treasurer did. If I had, it would have been simple interest compounded annually, but the campaign treasurer wrote that document.

The CHAIRMAN. Thank you.

Mr. Fazio.

Mr. FAZIO. I would just say, and I will complete my questioning, the money that was borrowed which you placed in these accounts of yours, did you invest them for purposes of specific gain for you or did you use them to cover margins that pre-existed, that you already had in other accounts in the commodity markets?

Mr. WEAVER. I had only two accounts, Mr. Fazio. They were both my personal accounts, and the monies were a profit to me if I made it. All the monies out of both accounts.

Mr. FAZIO. And any pre-existing debts that you had at the time were not impacted at all by the placement of this loan money with the commodities broker on your behalf?

Mr. WEAVER. I am sorry, I don't understand the question.

Mr. FAZIO. I am saying, did you have pre-existing debts at the time that you borrowed this money in other commodities accounts at the time?

Mr. WEAVER. Not at the time it was put in, but occasionally you get margin calls all the time, you could have a—you could make \$50,000 in one day, and—

Mr. FAZIO. You are saying at the time you didn't have any debts?

Mr. WEAVER [continuing]. And more that—

Mr. FAZIO. At the time you borrowed this money, you had no existing debts in the commodities market?

Mr. WEAVER. At which time is that, sir?

Mr. FAZIO. At the time you borrowed the initial funds.

Mr. WEAVER. No, I don't think so. As a matter of fact, all the money issued from James Weaver's personal account, money I had in there to the other one.

Mr. FAZIO. What new investments did you make at that time, did you provide that?

Mr. WEAVER. The committee has all the financial records from the broker. There were probably, what, thousands of trades I would guess. I never counted them.

Mr. FAZIO. You wouldn't be able to identify specifically that which came from these two accounts, or could you do that?

Mr. WEAVER. I think the committee has all the records. Each account traded various commodities. See, the premise—you may be missing the premise here. Each one of those accounts was my personal account.

All the money that went into them was my personal money, and I did it, set up the two accounts for bookkeeping purposes, with the idea if I made money in the one account, I would contribute to Weaver for Congress, but if I made money in the James H. Weaver personal account, I probably would have contributed that to Weaver for Congress, too.

Mr. FAZIO. Let me ask my last question, and it is possibly just a refinement on the earlier question. I said "pre-existing" debt earlier. Let me be specific.

Margin call, in the short-term margin call.

Mr. WEAVER. Sure.

Mr. FAZIO. Did you use any of the money that was provided in terms of the loan you made from your campaign fund to cover margin calls?

Mr. WEAVER. Of course. That is my own money. There were margin calls in both accounts all the time, constantly. And I used my own money to make those margin calls.

The CHAIRMAN. All right.

At this point, we will recess just for the purpose of going to vote, and we will come back and I do intend to adjourn about—or recess at about 10 minutes to 6, so that everybody can get to the White House who is going.

[Recess.]

The CHAIRMAN. The committee will come to order.

The Chair will note the only one present is myself. I have talked to the ranking member of the committee, and Mr. Weaver, and Mr. Seiberling. There is a desire by many committee members to go to the White House, and in view of that, we have reached agreement that we would reconvene at 8:15 this evening.

I am trying to accommodate as many members as I can, some indicated they have questions that they wanted to ask. Mr. Spence, I just indicated that after consultation with many members, that we would reconvene at 8:15. There is a desire by some members to go to the White House and do other things in the interim.

I have so informed Mr. Weaver of that downstairs on the floor. So it would be 8:15 this evening. The committee will be in recess.

[Whereupon, at 5:35 p.m., the committee was recessed, to reconvene at 8:35 p.m., the same day.]

The CHAIRMAN. A quorum being present, the committee will come to order.

The record will reflect that counsel are still present with Mr. Weaver.

Congressman Weaver, when we left off, I think Congressman Fazio was asking you some questions. But, in the course of him asking you questions, as it related to the Weaver campaign account, I have a document that was provided to us. I don't know if it was provided to you, by you, or by someone else. It indicates that all obligations of the Weaver campaign account under the customary agreement between the Weaver campaign account and Peavey Company, each obligation of the Weaver campaign account under such customary agreement "shall be the joint and several obligation of the Weaver campaign account and James H. Weaver."

I thought your earlier statement was that it was only you that was the guarantor of those accounts.

Mr. WEAVER. Mr. Chairman, what some broker put down, I don't know. It was my personal account. I could have styled it "Weaver Number 1" and "Weaver Number 2" accounts, and that is whatever they felt. I came in and I said, "I want to call this because I hope to make profits in this account that I will contribute to my campaign."

The CHAIRMAN. Well, this is dated 8/12/81, and I don't know if it is your signature but there is a signature, "James H. Weaver," here.

Mr. WEAVER. Mr. Chairman—

The CHAIRMAN. I will show you the document that we are talking about in this particular case.

Mr. WEAVER. I have the document, but I would have to find it. It would be simpler to see it.

The CHAIRMAN. What I am saying is it relates to Congressman Fazio's questions. If that is your signature, I don't know if you signed the blank or not.

Mr. WEAVER. Oh, no.

The CHAIRMAN. But it does indicate both the campaign account and you personally are joint and severally liable for—

Mr. WEAVER. Mr. Chairman, Weaver campaign account is just Jim Weaver account. It has nothing to do with my campaign committee. It has nothing to do with Weaver For Congress Committee. It is just totally unrelated, just as if I styled this "Weaver Vacation Account." It wouldn't have had anything to do with my campaign committee. That is the whole point.

Mr. LOWELL. Mr. Chairman, if I just might do one thing, maybe it would help.

The CHAIRMAN. Mr. Lowell.

Mr. LOWELL. Let me just, for a point of clarification—because I see some puzzled faces and I think maybe I can explain one thing—in a sense, it is really four different kinds of accounts.

The CHAIRMAN. Four?

Mr. LOWELL. Four.



The CHAIRMAN. Mr. Lowell, you can't attest first-hand. I would just remind the committee that he is not under oath. He may be able to amplify on something.

Mr. LOWELL. Yes. All I want to do is maybe do the nomenclature, so that everybody, when they are talking about accounts by name, they will be talking about the same things. That is all I hope to do.

The CHAIRMAN. Right.

Mr. LOWELL. You have a Weaver for Congress, and let's call it a checking account, because that is the way it is really used in operation. That is account number 1.

The CHAIRMAN. Right.

Mr. LOWELL. You have a Jim Weaver personal checking account, as you would understand that; and then there are two other accounts that you have been discussing. Both of them are commodities accounts. One of them is called Jim Weaver account. The other one is called Weaver campaign account. The document that the Chairman has just shown Congressman Weaver does, in fact, say that.

As to the account to which it refers, which is a commodity account, both the Weaver account and something called Weaver campaign account will be jointly and severally liable. That means both commodities accounts. It does not state, nor could it state, that the Weaver campaign checking account, if you will, is being held responsible for commodities trading either in what we call the Weaver personal account or the Weaver campaign account.

The whole problem, in part, is that when the Congressman and the stock broker deemed to call the second commodities account a Weaver campaign account, it gets us all fumbled five or six years later when we are trying to understand what happened then.

It would be simpler, if you will, to have called it Weaver 1 and Weaver 2. But if you think of there being four separate accounts in life, maybe that will aid in asking questions.

I hope that was helpful. I don't know if it was.

The CHAIRMAN. It certainly was. I understand your explanation.

Mr. MYERS. Would you yield?

Were there more than these two commodities trading accounts?

Mr. LOWELL. No.

Mr. MYERS. What were the dates on these two accounts, the dates that the accounts were opened?

The CHAIRMAN. I don't have the date here.

Mr. WEAVER. James H. Weaver—the two accounts, one styled James H. Weaver account, I opened I think in 1979, somewhere around then. In 1981, I opened this other account, for bookkeeping purposes. I should have styled it Weaver account 1 and Weaver account 2. When I put a name on it, I put "Weaver Campaign Account." It was my personal account.

Mr. MYERS. If you will continue to yield, that is the same time you started borrowing money from—

Mr. WEAVER. Oh, I opened it at that time, certainly. The whole point of the idea was to have Weaver for Congress Committee loan me money, as you have in a document there, at 14 percent interest. But the reason for loaning me the money was not—I could have bought a boat with it, or a car with it. It was my money. But my motive for doing this was to take my own money that the cam-

paigned committee had loaned me, and see if I could make some money with it. If I did, I was going to contribute it to my campaign.

So I, you know, went into the broker, and I said, "I would like to style this "Weaver Campaign Account," because that is what I had in my mind. But it was my personal account. Only me ran it. Only me was responsible for it. Every penny that was lost in that campaign account was my own personal money.

Both accounts, both Weaver 1 and Weaver 2 accounts, lost money. As a matter of fact, they lost every penny I put in them, in both accounts. But I styled it.

I could have, you know, had I decided to see if I could make up enough money to take an around-the-world trip on a vacation, and I styled it, I would open up an account and say "Weaver Vacation Account," and with the idea that if I made some money in that account, that was earmarked for a vacation.

That is what this was all about. As I say, I should have styled them Weaver 1 and Weaver 2, but because I was thinking of helping out my campaign, trying to get money for my campaign, I did it.

Remember my intentions. You know I never took money from people. I haven't had a fund raiser in over four years. I spent about \$1,000 or \$2,000 in my last campaign. I don't believe in spending money. My motive was not to have to take money. I don't believe in it. And my intentions were great.

What was stupid and ridiculous is that I speculated in commodities and lost my own money, and that is my sin, and I wish I hadn't done it. And I did this with an attempt—the campaign has never lost a penny. The campaign never lost a penny.

Now, if this question, if the committee had raised this issue at the time it was first reported on the public records, the Weaver for Congress Committee report to the Federal Election Commission—reported this in 1981—every penny. The committee had raised at that time the issue—I called—before this was done, I called the lawyers of the Ethics Committee, the lawyers of this committee, I called the lawyers for the House Administration Committee, I called the lawyers for the Federal Election Commission, and I said, "Is this all right to do?"

They said, each one said, "We know of no precedent against it." And I did it. And it was reported. Everything I did was honorable, decent, with the best of intentions.

And then last year, a very vicious newspaper began attacking me on this and just kept in on the front page day after day after day. They have been waiting to get me for years, and all. Now we are looking at it.

Now, if we look at it today, if we look at it today—if it had been looked at in 1981, yes, it was characterized as a loan to me, and my money went into these accounts. Only my money was lost. The campaign never lost a penny. But if we look at it today, Weaver For Congress owed me a lot of money, and these payments were repayments of money owed to me.

So today it is simply repayment of principal and interest of a loan.

Now, as to margin calls, did I use campaign money for margin calls? No. The campaign loaned me money in a series of loans that

were all reported, and financial disclosures and on Federal Election Commission reports. They loaned me money. And when they loaned me the money, it became my money. And I used this money to invest in commodities.

As to margin calls, the day I opened the Weaver campaign account—call it Weaver number 2—I signed—and the committee has this form—I signed the form saying that the money could be journaled back and forth between the two Weaver accounts. I never intended different.

Look, I wasn't making margin calls. This was all my own money. It was my money in Weaver 1 and my money in Weaver 2, and only Weaver 2 was called "Weaver Campaign Account" because I had the idea of, if it made a profit, for bookkeeping purposes, I was going to give that money to—I intended to give that money to the campaign.

As I say, it was done with the most honorable, decent intentions. As I say—you know, I could tell you stories about speculating in commodities, but that is not a crime. That is not a sin. It was stupid. And what I did was honorable, decent, reported on every form. It was my money lost. The campaign never lost a penny. It is all whole now.

And that is why I say, Mr. Chairman, I appreciate the questions and the committee should go into them. I understand that. But this is the way it was. And today, today as the committee is looking at it, it is that Weaver For Congress is simply paying me back money they owed me, and they owned me a lot of money.

The CHAIRMAN. In all fairness, I want to call on Mr. Hansen. But before I do, I just wanted to follow up with one other question as it relates to another document I have before me, Congressman Weaver, and I will show it to you. It is dated 11/9/82, and it would appear to be the same signature on the document. The form is titled "Form of Personal Guarantee of Corporate Obligation."

"In consideration of the agreement of Wedbush," I believe, "Noble, Cooke, Inc., to execute orders for account of Weaver For Congress Committee in accordance with the terms and conditions set forth above, James Weaver hereby personally guarantees the performance of all obligations of Weaver For Congress Committee, and Wedbush, Noble, Cooke, Inc. Each obligation of Weaver For Congress Committee under such Customer Agreement shall be the joint and several obligation of Weaver For Congress Committee and James Weaver."

I am wondering if you would like to make any statement as it relates to that document?

Mr. WEAVER. Surely, sir.

Mr. SEIBERLING. What is the date of that?

Mr. WEAVER. 11/9/82.

The CHAIRMAN. I understand it is Wedbush.

Mr. WEAVER. The Weaver campaign account was opened on August 8, 1981—August 3rd, August 7, August 8, 1981. It was my personal—it was a personal account.

If the Chairman and Members would look at the forms that opened that account, they will see that it was my address, 33827 Seevey Loop, my phone number, everything. It was me. That account went dormant on June 9 of 1982. I came in after the election

of 1982, hoped to, you know, recoup some of the money, and I had a check from Weaver For Congress, one of the loans. This was a \$15,000 loan. And because I wanted to continue using Weaver campaign, my personal account, the brokers worried about the name, you know. The stupid thing to do was to name this thing "Weaver Campaign Account." I shouldn't have done it. No questions would have arisen.

He opened then a stock account, not a commodities account. Weaver campaign account was a commodities account. It was my personal commodity account, along with my other personal commodity account. It had my address, everything else. But he wanted to open a Weaver For Congress Committee stock account, to accept this check, and so that account—that is a year and a half or a year and four months after Weaver campaign account was opened—he wanted to open a stock account to accept the check.

I mentioned this in answer to Mr. Myers' question. Mr. Myers said, did I have a Weaver For Congress commodity account. No, I did not. But I said I did have a Weaver For Congress stock account, in answer to your question. I said that. And I said there were no transactions ever made in that account. There weren't.

What happened was the brokers wanted this for some purpose. The money went into this. The check was made out into this account and then transferred into—and no transactions were ever made in this account of any kind. The money was just simply put in this account and immediately journaled over to Weaver campaign account. That is all. And the broker was just—he didn't understand it, either. I should have explained it to him.

But there were no transactions ever made in this account, Mr. Chairman, none at all.

The CHAIRMAN. Mr. Hansen.

Mr. HANSEN. Thank you.

Mr. Weaver, I didn't get here for the first part of your presentation. I apologize to you.

But, in that presentation, did you talk at all about how you raised money? Like most of us, we raise money from individual donations, PACs, fund raisers, and all that type of thing. But am I given to understand that all the money you raised, you raised yourself out of your own pocket; or did you raise money from other sources?

Mr. WEAVER. No, sir. In the 1974 election, almost the entire sum spent was my own personal money that I loaned the committee, the Weaver For Congress Committee. That was the \$24,500.

Mr. HANSEN. Excuse me.

On your disclosures that you would submit, that we all have to do, does it show money from other sources other than your own money, such as PACs or individuals that gave you money?

Mr. WEAVER. As I said, in 1974 almost the entire amount that I spent came from my own—from loans I made personally to the committee.

In 1976, we began receiving a little money from some labor PACs and from environmental PACs. In that election, for instance, I was on the Agriculture Committee, and the dairy interests sent me \$1,000. I returned that check. I refused to take dairy money, for instance. And, as you know, Agriculture Committee Members receive

great amounts of money. I returned many, many checks from various interests.

I did accept money from a number of labor unions, their PACs, and a number of environmental PACs.

Mr. HANSEN. Excuse me.

Throughout—

Mr. WEAVER. Just to finish, by 1982—1982 is the only election where I raised what I consider to be large amounts of money. And beginning in 1980, I was revolted by this—I had a campaign chairman, Mr. Rutledge, who is a wonderful man. He is a very fine guy. But he liked to go out and raise a lot of money. And I kept trying to tell him don't do it. I almost fired him once when he sent out a fund raiser letter. The only reason I didn't fire him is because he was a decent guy and a personal friend. And I said I don't want this money raised. I just don't want it. And he put out these fund raising letters, actually without my permission, and all.

But we raised \$250,000 in the 1982 campaign, the majority of it from individual small contributors, and I was the largest single recipient of small campaign contributions in the Congress, so I was told at that time.

But I was so revolted by spending this kind of money that I then said we are not going to raise any more money, and I stopped any solicitation for funds of any kind. I have never since that time had a solicitation of funds.

Mr. HANSEN. Earlier in your testimony you mentioned that you had a group of your people, which I assume to be campaign people, and the election was over, and you had surplus money.

Mr. WEAVER. Yes, sir.

Mr. HANSEN. You made the statement to them, if I have written this down correctly, "We have the surplus money. Let's see if we can make some money for the campaign."

Mr. WEAVER. Yes, sir.

Mr. HANSEN. Would that money be a culmination or a combination of your money, PAC money, and individual money?

Mr. WEAVER. It was from the various contributors to the campaign, yes, sir.

Mr. HANSEN. Then that particular money that you made that statement on, "Let's see"—"We have got some surplus money. Let's see if we can do something with it" went into this verbiage we had along here, either James H. Weaver 1 or Weaver 2?

Mr. WEAVER. No, sir, it did not. No, sir.

Mr. HANSEN. It did not?

Mr. WEAVER. It was loaned to me and went into my James H. Weaver personal checking account. It was a loan to me and became my own money.

Mr. HANSEN. Excuse me. I misunderstood that.

That money that was loaned to you from the surplus money that you earlier talked about went into your personal account?

Mr. WEAVER. Yes, sir.

Mr. HANSEN. As Mr. Lowell pointed out—

Mr. WEAVER. Checking account.

Mr. HANSEN [continuing]. Four different accounts, it went into your personal checking account?

Mr. WEAVER. Yes, sir.

Mr. HANSEN. And then you took that money from your personal checking account and put it either in James H. Weaver 1 or 2?

Mr. WEAVER. In one of my two—

Mr. HANSEN. One was called the Congressional—

Mr. WEAVER. One was called the campaign account. Actually, the money went into the James H. Weaver commodity account, and then was journaled over later to the Weaver campaign account. It was my money. My obligation to the Weaver For Congress Committee was to repay the loan at 14 percent.

Mr. HANSEN. It was your money because, in effect, you had paid this up front money back down the line in the Seventies or so?

Mr. WEAVER. No.

Mr. HANSEN. And so it was paid back?

Mr. WEAVER. No. That is a different issue. But you are right; it was my money, because I got a loan. If you loan your wife \$5, it is her money.

Mr. HANSEN. Yes. I have loaned my campaign money, and I have been paid back. We all have.

Mr. WEAVER. Right; exactly.

But in this instance, the campaign loans me money at 14 percent interest, just like putting it in a CD. But you are right. As the committee should look at it today, as the committee should look at it today—and in both instances I believe that there is just complete—I think everything is absolutely clear. It has all been reported. But as the committee should look at it today, in 1974 I loaned Weaver For Congress \$24,500 in a long-term loan that now as the committee looks at it today was repaid at 14 percent interest. And the payments that issued from Weaver For Congress were repayments of principal and interest.

Mr. HANSEN. I don't mean to be redundant, but here we have a situation where we have two different accounts. One is James H. Weaver For Congress account, which is going to play the commodity market or whatever.

Mr. WEAVER. No, sir. The James H. Weaver For Congress never played the commodity market.

Mr. HANSEN. That money was never used for the commodity market?

Mr. WEAVER. Weaver For Congress, my campaign committee, loaned me money at 14 percent interest. When they loaned me money, it became my money.

Mr. HANSEN. All right, I am not disputing what you are saying.

Mr. WEAVER. Then I took my money from a number of different sources and put it into commodity accounts.

Mr. HANSEN. I am probably mistaken but I was of the opinion we had two different commodity accounts.

Mr. WEAVER. Yes.

Mr. HANSEN. One the James H. Weaver for Congress—

Mr. WEAVER. No, the Weaver campaign account.

Mr. HANSEN. Excuse me, campaign account.

Mr. WEAVER. I styled it that way. I could have styled it the "Weaver vacation account."

Mr. HANSEN. You styled it that way for the intent and purpose in the event you made money on it, you would put it back into the campaign account for future campaigns?

Mr. WEAVER. That was my idea. I could have make it Weaver vacation account and with the idea of taking the profit and going on vacation with it.

Mr. HANSEN. You mentioned the 14 percent interest that you made. Did that work both ways, if they paid you, you paid them? Was there 14 percent going both ways, the campaign to you and you to the campaign?

Mr. WEAVER. That certainly was a—I think probably in my mind that 14 percent was a fair rate of interest for either side.

Mr. HANSEN. What was the prime rate at that time, do you recall?

Mr. WEAVER. In which year, sir?

Mr. HANSEN. Well, the years you were receiving 14 percent.

Mr. WEAVER. Well, in 1974 the prime rate was 12 percent, personal loans were 14 and 15, consumer loans were 17 to 20.

Mr. HANSEN. Okay.

Mr. WEAVER. By 1980 the prime rate was 22.

Mr. HANSEN. When you—you mentioned this one gentleman who is your friend that you at one time were anticipating firing because he was spending money. When you structured your campaign did you have a person with you who would, say, sign the checks together with or that you would clear something with him or did you have absolute control over your campaign that you could take your own money out like many people do in Congress, I am sure?

Mr. WEAVER. No, I had nothing to do with the writing of checks on Weaver For Congress of any kind whatsoever. Several treasurers I never even knew, et cetera, until after the 1982 election when I became personally revolted by the amount of money that was spent.

You have to understand I was born and raised in South Dakota in a little town, my people were small town bankers and farmers, and I had a deep, deep frugal feeling about money, very deep. It doesn't sound like it with the money I lost in the commodity accounts, but I have a deep personal feeling about money, and when that money was spent in that campaign I said I am not going to ever do that again.

So when Mardell Skillman, my treasurer at that time, left my employ and left the campaign, I took over as treasurer with the express purpose not to allow any monies to be spent, so I had complete control on the basis of not spending money.

While I don't have any control over the Weaver for Senate campaign, I have informed the treasurer that I want no money issued from that without my express permission, because they will go out and spend you blind. I ran my business, I built millions and millions of dollars worth of buildings, I built them to lease, I wasn't a contractor. I built for IBM and the U.S. Government and Metropolitan Insurance, these kinds of leases. I built the buildings and leased them to them.

The way you made money in that business was you saved a dollar here and a quarter here, on construction, on renting, and it was deeply ingrained in me that you had to have control of your accounts. If you ever gave a contractor or subcontractor cost-plus, you were dead. You just couldn't. It was deeply ingrained in me you had to control money, cash flow. So I felt the same way.

The only way I could do it was to take charge of my campaign.

Mr. HANSEN. From 1974 up to 1982 there was someone else, as you said sometimes you didn't even know who the person was, that would okay the expenditures of monies. Is that right?

Mr. WEAVER. That is right.

Mr. HANSEN. But I would assume you would talk to them if you needed something or they would—you would decide to spend money but after '82 you became the treasurer yourself?

Mr. WEAVER. Actually of course there was nothing happening in the campaign for about a year or two and I took over I think the first of 1984, but nothing had happened in the interim between the 1982 election. I remember meeting my campaign staff in the late days of the 1980 campaign and telling them you do not spend another penny. They wanted to put out a flyer in every newspaper, they wanted to put out another direct mail and I said—and I was in a tough, tough race, you understand.

My district is a tough swing district. There have been five Members, five different Congressmen in my district in 20 years, and three of them have been Republicans. But I said you don't spend this money. And they went out and put the flyer in, spent \$30,000 on it, you know, after I told them not to. I was just outraged and I said it is not going to happen again. Well, in 1982 you know, you are in a campaign in a tough campaign, you can't pay daily attention to these things. I wish you could but working in Congress, you know it as well or better than I do, you are working in Congress, you are working on your campaign and these people do it.

All you can say is here is the policy. And they went out and they spent money.

I loved these people, they were dedicated, loyal, wonderful people, but their culture, their attitudes were different from mine.

Mr. HANSEN. When you took over your handling of your own campaign in '82, what was the date you opened your two different accounts on commodities? That was prior to '82?

Mr. WEAVER. I took over as treasurer of Weaver For Congress in 1984. I opened the Weaver campaign account on August 7, I believe, 1981.

Mr. HANSEN. I see. So that that—at that time in 1981 there was another person.

Mr. WEAVER. Mardell Skillman was treasurer then, he was treasurer in 1982.

Mr. HANSEN. Thank you, Mr. Chairman.

The CHAIRMAN. Mr. Mollohan.

Mr. MOLLOHAN. Thank you, Mr. Chairman.

Mr. Weaver, I would like to explore a couple relationships so I understand them a little better. First of all, the relationships of the loans. As I understand it, you received a series of loans from the campaign account to you—well, that is what I am asking.

Mr. WEAVER. Yes, sir. There were eight of them. Eight checks issued from Weaver For Congress to me.

Mr. MOLLOHAN. Personally?

Mr. WEAVER. Yes. They are now if you look at it today, Mr. Mollohan, those funds, you know if we looked at it back in 1981, 1982, that is the way it would have been characterized, but as we look at it today—



Mr. MOLLOHAN. I understand that point.

Mr. WEAVER. Those were repayments to me of the loans. But if we want to go back and look at it as it would have been looked at in '81 and '82, '83, '84, there were eight checks issued from Weaver for Congress, each one of which was reported on every single Federal Election Commission Report, made public the minute they were done, and were available and open to everyone.

Mr. MOLLOHAN. And the checks which constituted each one of those loans or transfer loans was made payable to you as an individual, is that correct?

Mr. WEAVER. All but one, and I thought it was payable to me and because actually there was a check stub payable to me but one in 1982 I have discovered was made payable to Wedbush, Noble, Cooke, but it was said for investment by Mr. Weaver and that was also put on my Federal Election Commission Report as a loan which indeed it was.

Mr. MOLLOHAN. The intent was at that time so far as you were concerned—

Mr. WEAVER. That it was a loan.

Mr. MOLLOHAN. It was a loan, to you.

Mr. WEAVER. A loan paying 14 percent interest, yes, sir.

Mr. MOLLOHAN. And that is true with respect to each and every one of the other seven loans, is that correct?

Mr. WEAVER. Yes, sir.

Mr. MOLLOHAN. Each one of those checks was signed by whom?

Mr. WEAVER. The first check I assume—no, the first one, in 1981, was a CD, a certificate of deposit in the U.S. National Campus Branch where the Weaver for Congress Committee had its checking account. That CD was journaled over into my personal checking account. So there was not a check issuing from that.

Mr. MOLLOHAN. With respect to the others there were?

Mr. WEAVER. The other was Mardell Skillman, who was treasurer of Weaver for Congress at that time. Then there were no activities there in 1983 and in 1984. I was in 1984 my own treasurer and I signed the checks than and reported them on every Federal Elections Commission Report. Each one.

Mr. MOLLOHAN. Each one was reflected as a debt?

Mr. WEAVER. As a loan.

Mr. MOLLOHAN. But as a debt to the campaign?

Mr. WEAVER. No, in this instance before the amendments they were Weaver for Congress Committee loans to me.

Mr. MOLLOHAN. All right, so it was reflected as a debt to the campaign, owed to the campaign?

Mr. WEAVER. Exactly, as invested by the campaign, and reported so in my financial disclosures, reported so in every single FEC and finance report.

Mr. MOLLOHAN. I would like to explore the relationships of you and the four accounts that we are talking about. Let me focus in on the two commodity accounts if I might. As I understand you had two accounts, one of them was a Jim Weaver commodity account.

Mr. WEAVER. It was styled James H. Weaver.

Mr. MOLLOHAN. And the other one was—

Mr. WEAVER. Styled Weaver campaign account.

Mr. MOLLOHAN. And in regard to each of those accounts is it correct for me to say that you opened the accounts yourself personally?

Mr. WEAVER. Oh, yes.

Mr. MOLLOHAN. And that with regard to the question of control over the accounts, is it true that you had control over each one of those accounts; that is, you and not the campaign committee or anybody who was authorized on behalf of the campaign committee but you personally had control over those two commodity accounts, one styled Jim Weaver account, and the other Weaver commodity account?

Mr. WEAVER. Yes, sir. I had sole authority over it. The losses in it were completely my responsibility, any profits would have been mine and taxes paid on them. The opening forms that opened both James H. Weaver and Weaver campaign account were my address, 33827 Seevey Loop Road, my phone number, et cetera, et cetera.

Mr. MOLLOHAN. And nobody who had control over the campaign account as opposed to the campaign commodity account had any control whatever?

Mr. WEAVER. Absolutely none, sir. None. No authority of any kind whatsoever.

Mr. MOLLOHAN. And with regard to any monies put in either one of those commodity accounts, any money put into it, was it all coming from you personally whether the money originally came from the campaign account in the form of one of the—one or all of the eight loans?

Mr. WEAVER. Yes, sir, all the money was my own personal money in both accounts.

Mr. MOLLOHAN. Are those accounts closed out at this time?

Mr. WEAVER. The Weaver for Congress—

Mr. MOLLOHAN. The Weaver.

Mr. WEAVER. The Weaver campaign account was closed, I believe in the middle of December 1982.

Mr. MOLLOHAN. Is that the commodity account?

Mr. WEAVER. That is the commodity account. Weaver campaign—Weaver campaign account commodity account, my personal account—

Mr. MOLLOHAN. Yes.

Mr. WEAVER [continuing]. Was closed in the middle of December 1982 shortly after that. It was closed, terminated and done.

Mr. MOLLOHAN. Who terminated it?

Mr. WEAVER. Well, by mutual agreement between my broker and I. They didn't like the idea of having the word "campaign" in there and that had always bothered them and I should never have used the word. So by mutual agreement we closed it.

Mr. MOLLOHAN. So you authorized its termination?

Mr. WEAVER. Oh, absolutely. Well—

Mr. MOLLOHAN. Was there any—

Mr. WEAVER. They said "We closed the account." It lost all its money.

Mr. MOLLOHAN. There was no asset in that account?

Mr. WEAVER. No, sir.

Mr. MOLLOHAN. Was it a zero, was there any debt in that account?

Mr. WEAVER. There was actually a small debt but it was caused by an error which the brokerage company had made an error and the brokerage company covered that loss because of their error.

Mr. MOLLOHAN. So did there end up being any plus, minus, or was it zero?

Mr. WEAVER. No. Zero. Again money was journaled back and forth between the two accounts constantly because as I say, they were both my personal accounts and testimony to the fact they were both my personal accounts is that the day I opened Weaver campaign account, I signed the form also on that same day, August 7, 1981, to journal money back and forth. My intention was from the beginning to journal money back and forth between two personal accounts.

Mr. MOLLOHAN. At your personal instruction.

Mr. WEAVER. Yes, sure.

Mr. MOLLOHAN. Thank you.

With regard if I might, Mr. Chairman, now, to the loans. If I might repeat your theory and you tell me whether I am repeating it accurately or not.

Originally you owned the loan to the campaign \$24,500, is that correct?

Mr. WEAVER. Yes, sir.

Mr. MOLLOHAN. And some subsequent time you loaned the campaign \$10,000, is that correct?

Mr. WEAVER. Yes, sir.

Mr. MOLLOHAN. And as time passed, you were not repaid for those loans and at some point after the initial loan and the \$10,000 subsequent loan, you were advised by a staff person that that money could not be repaid to you, is that correct?

Mr. WEAVER. The advice came somewhere in 1979 or 1980, I can't remember exactly.

Mr. MOLLOHAN. The advice was as I stated it.

Mr. WEAVER. Very definitely, sir. I was outraged.

Mr. MOLLOHAN. Based on that you thought you could not be repaid.

Mr. WEAVER. I always said to myself, I am going to look into this and at some later date—I had always thought about doing that but I never did get around to it.

Mr. MOLLOHAN. During that period of time you were under the impression that the money could not be paid back to you, you borrowed this money from the campaign on the occasions that you have recited, these 8 occasions.

Mr. WEAVER. Yes, sir, I did.

Mr. MOLLOHAN. Subsequent to borrowing of those 8—those 8 borrowing incidents, you became aware through a Wall Street Journal article that past and even old campaign debts owed by the campaign to the candidate could be repaid and repaid with interest, is that correct?

Mr. WEAVER. Yes, sir. Exactly right. That was in December 3, 1985.

Mr. MOLLOHAN. And it was based on that information that you computed how much the campaign would owe you.

Mr. WEAVER. Yes, sir, I called up—when I read the Wall Street Journal story I called up the Federal Election Commission General

Counsel, he said of course you can repay with interest and I then spent that weekend computing at 14 percent what the campaign would owe me. I had no idea how I was going to come out. I just did it. I thought that was right and fair and it turned out that at no time did Weaver for Congress—did any payments from Weaver for Congress to me exceed the amount owing me.

Mr. MOLLOHAN. So it was like, eureka, while I have thought that I was incurring a debt to the campaign, indeed the campaign has owed me this money and consequently your theory is now that you converted those loans to repayments to you.

Mr. WEAVER. Yes, sir.

Mr. MOLLOHAN. Isn't that correct.

Mr. WEAVER. Yes, sir.

Mr. MOLLOHAN. And it is my understanding that you at that point in time or some time reasonably soon after that amended your various sundry filings to reflect the fact that now you were—these were in fact repayments?

Mr. WEAVER. Yes, sir, on the 20th of December 1985 within a week or two after I found this out. Those reports were amended and filed with the Federal Election Commission.

Mr. MOLLOHAN. So if the repayments had not been—if in fact you could not have repaid the original loan with interest, you would have indeed owed a debt to the campaign?

Mr. WEAVER. Yes.

Mr. MOLLOHAN. You would.

Mr. WEAVER. It would have been repaid at 14 percent interest, yes, sir.

Mr. MOLLOHAN. It is because those obligations which you thought were not repayable, subsequently you found out they were repayable, then simply those repayments were satisfied by the loans that—

Mr. WEAVER. Precisely.

Mr. MOLLOHAN. By the loans.

Thank you, Mr. Chairman.

The CHAIRMAN. Mr. Whitehurst.

Mr. WHITEHURST. Thank you, Mr. Chairman.

I think I am beginning to understand some of this better. But let me come back to something. When you loaned the \$24,500 in 1974 did you set any kind of interest rate at that time?

Mr. WEAVER. No, sir.

Mr. WHITEHURST. OK.

Mr. WEAVER. No, sir. Prevailing interest. I just assumed prevailing interest.

Mr. WHITEHURST. You assumed prevailing interest then?

Mr. WEAVER. Yes.

Mr. WHITEHURST. What was the prevailing interest in '74?

Mr. WEAVER. Primary was 12 percent at the time the loans were made, usury rate was 15, consumer loans were 17 to 20.

Mr. WHITEHURST. Is it not a little strange that you didn't determine the interest rate if you intended to get the money back?

Mr. WEAVER. Yes, you know, had I thought something like this, you know, would happen, I suppose I should have signed an actual note but you see every report filed, and it was filed very well, my business accountant, his name is Mike Farley, he was my first

treasurer, and he was my accountant. His bills would run \$20, \$30,000 a year. He is a first-rate accountant and he was my treasurer for 1974. He did a first rate job and he styled, when the money came in from me to the committee, he styled them as loans coming into the committee. He then subsequently in reports showed obligations of loans by the committee to me and that was documentation I thought aplenty for substantiation of these as being loans.

Mr. WHITEHURST. We have talked about borrowing, you go to the bank and also when you make a loan that is established out. You determine what the interest is going to be and make a legitimate business arrangement of it.

How did you expect to get the \$24,500 back. You have been saying this evening that you were opposed to contributions taken from PACs and so forth, you are making a loan now to the committee and yet if you are making the loan and there is no other income you are anticipating coming in, how do you expect to get your return?

Mr. WEAVER. That is why these were high risk loans, if I had lost the election I probably wouldn't have been repaid. But I definitely wanted to be repaid, I can assure you.

Mr. WHITEHURST. From whom?

Mr. WEAVER. From funds that the committee got in.

Mr. WHITEHURST. Jim, you have been—you have been telling us about all this money that you collected bothered you. Were you in fact soliciting contributions in '74 and '78 in those years?

Mr. WEAVER. We solicited campaign contributions. The only time I stopped soliciting campaign contributions was after the '82 election. I then stopped. Money flowed in unsolicited but we solicited, they had my—my aides had to push me to have fundraisers but we did and we sent out fund solicitations.

And it was from that we expected to be repaid. We started getting more money in in 1980. We got—that is when I said I want to start being repaid.

Here is a note that my accountant, my 1974 treasurer just found and sent to me. He is so good he kept all records. We have no other records. This is Weaver for Congress Committee. I haven't gone through everything and can't find anything, but here is a note on my stationery that I used—notice I got hair. I was wearing a wig at that time.

Mr. MYERS. Why are you looking at me?

Mr. WEAVER. And—

Mr. MYERS. I am still wearing mine.

Mr. WEAVER. But it's "Mike and Dwayne", Dwayne was his colleague, an accountant, Mike Farley and Dwayne Hadley, and it says, "Here is a contribution \* \* \*"—apparently I had gotten a check, " \* \* \* a contribution check, I will be gone until November 13th when I will check back in with you. Would you please find out under both U.S. and Oregon law how long we can leave my loan to my committee open because I hope eventually to see if it can be repaid."

Mr. WHITEHURST. Thank you.

Mr. WEAVER. And—

The CHAIRMAN. We have ten minutes and I intend to break. But, Mr. Weaver indicates that he has the next amendment up, I believe.

Mr. WEAVER. I don't want to interrupt the committee though. This business comes first.

The CHAIRMAN. We can take up your amendment and we have other business to conduct. We can start our other business and then when you are through with your amendment on the floor, we can resume this.

In any event, I would ask the Members to vote and come right back and if Weaver's amendment isn't up, he will come right back. If it is, we will move to some other business.

[Recess.]

The CHAIRMAN. A quorum being present, we will proceed with questioning by Mr. Whitehurst. Bill.

Mr. WHITEHURST. Let me come back to now, we have established about the loans that you made the campaign committee, and the campaign committee made loans back to you, and Mr. Mollohan was discussing those, and they were made just—we don't have to be so exact about this. In what time frame were they made?

Mr. WEAVER. 1981 through 1984.

Mr. WHITEHURST. '81 to '84, those were made when, seven of those loans.

Mr. WEAVER. Eight. I counted eight and I am quite sure that is accurate.

Mr. WHITEHURST. When those loans were made to you, did you say that there was a 14 percent interest attached in those loans?

Mr. WEAVER. Yes, sir.

Mr. WHITEHURST. Was that established, that was set down?

Mr. WEAVER. There was one document that was made for the first loan, and then I considered the rest of the loans to be made under that document.

Mr. WHITEHURST. And that document stated?

Mr. WEAVER. Fourteen percent.

Mr. WHITEHURST. Fourteen percent that you have got to pay back.

Mr. WEAVER. Yes, sir.

Mr. WHITEHURST. To them. That is all I have got.

Thank you, Mr. Chairman.

The CHAIRMAN. Mr. Pursell.

Mr. PURSELL. I think I have my dates straight, but Mr. Hensen raised some questions about your contributions from outside sources, PAC groups and you had a good campaign finance man at the time.

Mr. WEAVER. Yes.

Mr. PURSELL. In his opinion raising funds for you.

Mr. WEAVER. Yes, sir.

Mr. PURSELL. Then at that point you had raised substantial funds. Does the fact that those funds that you had now accumulated become attractive or decision on your part to start investing those in the commodities market through the various accounts?

Mr. WEAVER. All accounts were—

Mr. PURSELL. That was a sizable amount of money.

Mr. WEAVER. Yes, sir.

Mr. PURSELL. A quarter of a million dollars.

Mr. WEAVER. Yes, sir, although if you will allow me to say something, you know there were members very dear and distinguished and wonderful members from Oregon who spent ten times that amount in one campaign, and I in 1984 spent I think at most \$2000. Most of those were for filing fees, so it was a substantial amount, but I didn't spend anything on my campaign, and I was in a tough race.

Mr. PURSELL. I understand that.

Mr. WEAVER. But that is just kind of—let me, and I appreciate letting me just kind of say that, but the monies were surplus monies, not needed by the campaign, and were put in as they could have been put in a CD at 14 percent or 10 percent or whatever the prevailing interest rate was, and instead I chose to take the money and pay 14 percent myself, as an investment.

Mr. PURSELL. And then at that time you started the commodities effort?

Mr. WEAVER. I continued to speculate in the commodities, yes, sir, hoping to recoup my losses, my personal losses.

Mr. PURSELL. Were those losses small amounts for a long given period of time?

Mr. WEAVER. No, sir.

Mr. PURSELL. Or were they one or two large major losses and then you decided to shut down your plan?

Mr. WEAVER. No, sir. They were continuing losses. As I said earlier, in 1973 and '74 when I was free and I had sold all my real estate, I made substantial sums of money as a commodity trader.

Mr. PURSELL. But at this point?

Mr. WEAVER. I bought a seat in the Pacific Commodity Exchange. The mistakes I made is that when you are working 16 hours a day in the Congress, you don't have the time to do it, and I continued to lose money. It was a constant loss of money.

Mr. PURSELL. What period of time was that? How long was that?

Mr. WEAVER. I traded from about 1979 until the time I closed my account in September of 1985.

Mr. PURSELL. I was just trying to get the point after you noticed some of these losses occurring, and you were in Congress, how long a period of time was that when you were losing and losing and losing?

Wouldn't you make a judgment early on that you are now in Congress and you couldn't devote the time?

Mr. WEAVER. You are absolutely right.

Mr. PURSELL. Making this a profit?

Mr. WEAVER. You are absolutely right.

Mr. PURSELL. How long a period of time was that when these losses kept occurring?

Mr. WEAVER. The motivation you have, sir, is to try to recoup your losses.

Mr. PURSELL. So even after the event, you lost in this transaction and in this transaction, you continued.

Mr. WEAVER. Yes, sir, I continued.

Mr. PURSELL. To utilize those funds.

Mr. WEAVER. I continued to lose money.

Mr. PURSELL. At that period when you made those losses—

Mr. WEAVER. The campaign never lost any money, remember, just my personal money was lost.

Mr. PURSELL. That is the problem I have, a commingling problem. In fact these funds were not only yours that you had gotten back from the campaign fund, but they were also contributions from other people.

Mr. WEAVER. No, sir.

Mr. PURSELL. They were not?

Mr. WEAVER. Well, no, I mean the campaign made an investment in me, loaned me money at 14 percent. All that money has been paid back. The campaign is whole. The campaign never suffered at any time a loss of any money, ever.

Mr. PURSELL. But after those major funds going into the campaign fund, a quarter of a million dollars, and you were beginning to invest those, took out and started investing in the commodities market, you made some losses.

Mr. WEAVER. The campaign never speculated——

Mr. PURSELL. At any time during that period those were not funds that include other individual contributions?

Mr. WEAVER. There were lots of individual and PAC contributions to my campaign fund, to my Weaver for Congress Committee, but Weaver for Congress Committee never speculated in commodities ever, I wouldn't let them obviously.

Mr. PURSELL. I understand that.

Mr. WEAVER. That is a high risk thing. I was responsible for every loss. Only my own money was lost, nobody else's money, not the Weaver for Congress Committee money was never lost. We never speculated in anything. I was completely responsible for every penny that went in, and had I made money, I would have paid taxes on it, and it would have been my money.

My profits would have been my money. My intention early on was to give some of those profits and contributions to Weaver for Congress, true.

Mr. PURSELL. But then you establish these two new accounts. If your intent was to pay those losses back and eventually make some money, and then give some money back to the campaign committee, you already had one established. Why did you have to start a new one?

Mr. WEAVER. Well, just like somebody has a bank and savings account, and it is just a savings account that he keeps for rainy days or whatever, and then he decides that he is going to take a world trip vacation, if he can save up enough money, so he opens a second account and he calls it Weaver vacation account, and he is going to take the interest from that, so he opens two accounts, the second account, calls that money that is going to be used for a vacation. That is what I did. My intention was to use my own money, which I did, to invest in commodities and from that hoping to take profits and then contribute that money to my campaign, the Weaver for——

Mr. PURSELL. To the original campaign account?

Mr. WEAVER. Weaver campaign account was just the name I styled it. It should have been just James H. Weaver No. 2.

Mr. PURSELL. But you had the Weaver for Congress already established historically. You made some profit and you wanted to pay



some back, you could just pay it back to the Weaver for Congress Committee, could you not?

Mr. WEAVER. Yes. There is a Weaver for Congress Campaign Committee.

Mr. PURSELL. That was your first one set up.

Mr. WEAVER. No, that is my campaign committee.

Mr. PURSELL. I understand.

Mr. WEAVER. That takes in money from contributions.

Mr. PURSELL. Right.

Mr. WEAVER. And expends money for TV and radio.

Mr. PURSELL. I understand.

Mr. WEAVER. That Weaver for Congress Committee made loans to me at 14 percent. They could have and did put it in CD's at an interest rate. This was just an investment. The two commodity accounts, one of which I styled Weaver campaign account, the other styled James H. Weaver account, were both my personal accounts. Weaver campaign account, commodity account, had nothing to do with Weaver for Congress Committee, nothing, no relationship of any kind. It was my personal account. All monies in that were my money.

Mr. PURSELL. If you had made some profits, which fund would you have restored? You would have paid back to which of these four?

Mr. WEAVER. It didn't really matter, because this was just my intention.

Mr. PURSELL. Your number 2 account was your personal account.

Mr. WEAVER. Both accounts were my personal account.

Mr. PURSELL. Your first account as you went through historically was the Weaver for Congress Committee, your regular campaign account.

Mr. WEAVER. No, sir.

Mr. PURSELL. No, it was not?

Mr. WEAVER. No. Weaver for Congress Campaign Committee—

Mr. PURSELL. You have lost me then.

Mr. WEAVER. I assume we all have those committees.

Mr. PURSELL. Right, we all have them.

Mr. WEAVER. They take in money and they expense it for television. Now that is totally different. That is my campaign committee. The two commodity accounts, one called James H. Weaver account, the other called Weaver campaign account, neither—both were personal accounts. Neither had any relationship to my Weaver for Congress Committee, none. As I say—

Mr. PURSELL. But your intent at that time was if you made some money, you were going to put it in that new account?

Mr. WEAVER. Not new account.

Mr. PURSELL. Well, the latest one.

Mr. WEAVER. I was going to take any profits from Weaver campaign account, commodity account, and contribute them to my campaign committee.

Mr. PURSELL. Historically the Congress said to all of us, and I have been here nine years, that we should just have one campaign account.

Mr. WEAVER. That is all I had.

Mr. PURSELL. The history was people had multiple campaign accounts and you could just sort of hide it.

Mr. WEAVER. I had just one account, just one Weaver for Congress Committee.

Mr. PURSELL. You have four accounts here.

Mr. LOWELL. Congressman, I confused the issue.

Mr. WEAVER. Wait, the Chairman will have to give you permission.

Mr. LOWELL. May I try to unravel what I raveled.

The CHAIRMAN. Let me see if I can unravel it.

Investments by Mr. Weaver were from two accounts. One was called the Weaver H. or James H. Weaver account. A second investment account was called the Weaver campaign account.

Mr. MYERS. Checking accounts.

The CHAIRMAN. No, campaign accounts.

Mr. WEAVER. These are both commodities accounts.

The CHAIRMAN. Mr. Weaver indicates that although one was called a campaign account, it was really in fact his personal account, because at the time or times that he in fact drew money from the campaigns, they were loans, but in 1985 in December when he in fact discovered that the obligations to Mr. Weaver were not extinguished, then in fact it was some type of offset or balancing out. Is that a fair statement?

Mr. WEAVER. That is correct, Mr. Chairman.

Mr. PURSELL. He had already had a personal account. As he described it, the attorney described the second account as the Jim Weaver personal account.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. Right.

Mr. PURSELL. These last two, that you established, Weaver campaign account and the Jim Weaver account, one established in 1979 and Weaver campaign account established in 1982 and then closed in late 1982. Those are in addition to the two earlier established committees, one campaign Weaver for Congress, that was the campaign committee, and his personal account, Jim Weaver personal account.

The CHAIRMAN. I don't think that is correct. Maybe Mr. Weaver, you would like to amplify on that.

Mr. PURSELL. We are talking about four accounts here.

Mr. WEAVER. There just was one Weaver for Congress Committee.

The CHAIRMAN. It never——

Mr. WEAVER. It took money in from contributions and expensed money for TV and radio and things like that. That is it. I opened James H. Weaver commodity account in 1979, I believe.

Mr. PURSELL. Account No. 3 in the order.

Mr. WEAVER. That is a totally different thing. It was a commodity account from a broker, and then in 1981 I opened another commodity account, and by the way, my broker told me he has dozens of customers that have two and three accounts. Some of them are styled Smith 1, Smith 2, and Smith 3. Some are styled Smith 1 and Smith, I think he even had a Smith vacation account, where they put their money in for various reasons and they are going to use the profits for various purposes. This is what I did. I had one per-

sonal account, the James H. Weaver personal commodity account. I had the James H. Weaver personal campaign account. Those are the two commodity accounts. Both were my total obligation. Any losses occurring in both of those accounts were entirely mine, and all. Weaver for Congress Committee did make loans to me at 14 percent interest, but no monies ever flowed into the commodity accounts, either commodity account, that were not my money. They were all my money.

Mr. SPENCE. Will you yield right there?

Mr. PURSELL. Sure.

Mr. SPENCE. How can you know that, Jim? Money came back from your campaign committee. Did it say this is only the money that Jim Weaver loaned us and doesn't contain any funds collected from other sources? How do you know it is just your money?

Mr. WEAVER. I am sorry, sir. I am not sure I understand the question.

Mr. SPENCE. You said the money you got back from your campaign committee was your money, that you had previously loaned.

Mr. WEAVER. Yes, sir.

Mr. SPENCE. How can you be sure of that, because you said well you had collected money, the campaign committee had collected money from fund raisers and all those kinds of things, hadn't you?

Mr. WEAVER. Yes, sir, that was the source of the money.

Mr. SPENCE. Was there a designation by the campaign committee saying the funds herein delivered loaned back to Jim Weaver contain only those monies which he originally loaned to us, and does not include any funds collected from other sources. That is the whole point.

Mr. WEAVER. I think the premise—either I don't understand the question or perhaps the premise is in error, Mr. Spence.

Mr. SPENCE. Commingling is what I am talking about.

Mr. WEAVER. There is no commingling.

Mr. SPENCE. That is what I mean. How can you say it is not?

Mr. WEAVER. There were only eight checks issued from Weaver for Congress Committee, eight checks. Each one of those checks was a loan to me at 14 percent interest. They were all reported in every campaign report, and when that money issued to me as a loan, it became my money.

Mr. SPENCE. That is how you explain there was not commingling?

Mr. WEAVER. I don't explain. There wasn't.

Mr. SPENCE. It doesn't become your money because they loan it to you.

Mr. WEAVER. Yes, sir, that is right.

Mr. PURSELL. My point is, Jim, when you established these two new committees in 82, you had a quarter of a million dollars in your account. I believe it was the Weaver for Congress Committee, but maybe I am wrong. Is that right? Where was the quarter of a million dollars of money that was raised? What account was that in?

Mr. WEAVER. A quarter of a million dollars?

Mr. PURSELL. You said \$250,000—

Mr. WEAVER. I think my campaign—

Mr. PURSELL [continuing]. Was raised.

Mr. WEAVER [continuing]. Spent about \$250,000 in the campaign of 1982.

Mr. PURSELL. You had sent out letters and raised the money.

Mr. WEAVER. Raised the money and we spent around \$250,000.

Mr. PURSELL. What account was that in?

Mr. WEAVER. The Weaver for Congress.

Mr. PURSELL. The first committee?

Mr. WEAVER. Yes. The only committee. There is only one Weaver for Congress Committee.

Mr. MYERS. I think there is misunderstanding.

Mr. WEAVER. I guess so.

Mr. MYERS. The misunderstanding I think is you are talking about accounts, I don't think everyone understands what you are talking about. These are two checking accounts and then the other two accounts are bookkeeping accounts on investments made by him under contracts. Those accounts merely keep records of contracts that were held for Jim Weaver. They are not checking accounts. They are just bookkeeping accounts that these contracts are owned by James H. Weaver.

I don't know why there are two. I cannot justify that, but I think we are misunderstanding. There are two checking accounts, a James H. Weaver checking account or a Jim Weaver checking account, and a Weaver for Congress. Then over here the broker keeps accounts how much money he got from those accounts he invested. The others are just bookkeeping accounts, not money. They are contract accounts, records of contracts. I think that is the best I can explain it. I think that is the misunderstanding of everybody. It is a muddy field I will grant you that.

Mr. PURSELL. Nevertheless, the law's intent was to have a single committee as I understand it.

Mr. WEAVER. That is all I had, sir. Just one committee and that is it. That committee issued eight checks to me.

Mr. SEIBERLING. Mr. Chairman, could I be recognized just to give a lawyer's analysis of this question.

The CHAIRMAN. I think the admonition of the committee that Congressman Seiberling is not sworn here, and any analysis would be—

Mr. SEIBERLING. This is not testimony.

The CHAIRMAN. Right.

Mr. SEIBERLING. But a lawyer's comment.

Mr. PURSELL. I understand we are here to sort of get it on the air.

The CHAIRMAN. Unless there is objection, I will call on the Congressman. Is there objection?

Hearing no objection.

Mr. SEIBERLING. I just thought I could clear the air here. Listening to this testimony and dialogue, it seems to me that the situation is basically this. When the campaign committee loaned Jim Weaver x dollars, that money was no longer its money. They gave up money, and in return all they had was a claim against Jim Weaver for repayment plus interest, so the money ceased to be their money. There was no commingling because they now substituted for cash an account receivable in effect, and how he paid

them back was a matter that was not material. All they had was an interest in getting the money back plus interest.

In other words, they substituted for the cash they gave him, they substituted claim against him, so that isn't the commingling unless the fact that a loan to a candidate is commingling. That is really what it comes down to.

Mr. PURSELL. Since he took the money out, put it in his personal account, I understand that, but the next question to me is when he started to invest in the commodities market, was it in addition to the money was owed to him that came from campaign funds from other people?

Mr. SEIBERLING. That was no longer—in other words, he substituted a liability to the committee for the cash, and from that point on it was his cash, not the committee's cash, and they no longer—

Mr. PURSELL. But in excess of that difference, was there other money that was raised from other funds, PAC money and contributions?

Mr. WEAVER. The money that Weaver for Congress Committee, my campaign committee—

Mr. PURSELL. Let me put it another way. Did you invest at any time money outside of the money that was owed you from the campaign committee?

Mr. WEAVER. Oh, goodness yes.

Mr. PURSELL. From PAC money or—

Mr. WEAVER. Excuse me?

Mr. PURSELL. Did you invest it in the commodities market, Jim, at anytime money over an above what was owed to you from the campaign committee?

Mr. WEAVER. Never.

Mr. PURSELL. Never.

Mr. WEAVER. No.

The CHAIRMAN. If the gentleman will yield here, Mr. Pursell, will you yield?

Mr. PURSELL. Yes.

The CHAIRMAN. Congressman Weaver—

Mr. WEAVER. I didn't understand the question. I invested a lot of money in the commodities account, lots of money. It was all my personal money.

The CHAIRMAN. If the gentleman will yield.

Mr. PURSELL. No more, no less. No funds came from campaign funds, PAC money through fund raisers?

Mr. WEAVER. The campaign.

Mr. PURSELL. Were not invested in the commodities market.

Mr. WEAVER. Absolutely not. The campaign—eight checks issued to me from the campaign. They are all documented. They were all reported. They were all loans. They were reported in '81, '82, '83, '84, '85. They were loans to me, only those eight checks. They were loans to me, and I took that money and used it, my own personal money. Now on top of that I had also my own wealth that I also invested.

Mr. PURSELL. You also invested your own personal funds, in addition to those funds.

Mr. WEAVER. The money that emanated from the campaign money to me were loans, and they became my personal money. There was also money from other sources that I invested in the commodities account, sure.

Mr. PURSELL. I yield to Mr. Hansen.

Mr. HANSEN. Could I go back to John's rationale on this thing. He says that the money that was taken from the campaign became an account receivable. We drew a line, now a loan from the campaign to Mr. Weaver to do with as he may. So therefore it wasn't commingling. Was there an instrument that was drawn up between the campaign and Mr. Weaver that Mr. Weaver signed saying "I owe the James Weaver campaign so much at so much interest". Do we have an actual instrument that makes a clear definitive saying going back to Mr. Sieberling's rationale?

Mr. WEAVER. Yes, sir. The first loan in 1981, an instrument was drawn. The committee has it, stipulating that this was a loan from my campaign, Weaver for Congress Committee, to me at 14 percent interest.

Mr. HANSEN. Was there an instrument for all of the money?

Mr. WEAVER. No, I did not draw up other interest instruments other than to say on the check itself—and I made many loans this way in business, where you just simply put on the check "loan" and made a number of loans this way while I have been in Congress, but the ruling document was the first document. The loans were to me at 14 percent interest that I paid.

Mr. HANSEN. If I may just have one quick follow-up, of the money that was loaned for x amount, how much of that did we have an instrument on and how much was just you wrote a check on?

Mr. WEAVER. Only the first, the amount was specifically stipulated, \$18,634, but each subsequent check issuing from Weaver for Congress was immediately reported on the campaign document, the campaign reports to the Federal Election Commission, as a loan from Weaver for Congress Committee to me, each one.

Mr. HANSEN. Which amounted to how much?

Mr. WEAVER. The total amount came to something like \$83,000.

Mr. HANSEN. And the \$18,000, the first one you actually put an instrument down on it.

Mr. WEAVER. Yes, sir.

Mr. HANSEN. I appreciate the gentleman yielding.

The CHAIRMAN. At this point, I would call on Mr. Jenkins.

Mr. JENKINS. Mr. Chairman, I want to, if I may, because this is confusing, and it is confusing to me, but I think I understand the contention of Jim Weaver, and from the first hearings, I frankly did not understand his contention.

But like Alan Mollohan, I think he stated the case. As I understand from Mr. Weaver, basically what he is saying to the committee, if I understand him today correctly, is like every member of Congress, he has a Weaver for Congress Committee. He has a checking account for that committee.

At no time was there any margin calls or anything else from that Jim Weaver Congressional Campaign Committee, is that correct?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Now, as I understand the situation, the amounts originally loaned by Jim Weaver to his committee back in the early seventies, which were placed on the FEC reports each time, and that while he hoped to be repaid, he through erroneous advice from someone did not think he could recover the amounts, but he still carried that as a debt to Jim Weaver on his FEC accounts.

Mr. WEAVER. Right, exactly. Yes.

Mr. JENKINS. Then in 1981, you made the first loan from this campaign committee to you as an individual?

Mr. WEAVER. To me personally, yes, sir.

Mr. JENKINS. You executed a note?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Payable to the Campaign Committee?

Mr. WEAVER. Yes.

Mr. JENKINS. Took that \$18,000 into your personal checking account.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. And disbursed from your checking account into two commodity accounts eventually—

Mr. WEAVER. Yes, sir. Exactly.

Mr. JENKINS [continuing]. Dedicating one of those commodities accounts as a campaign account.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. But no money went into the Jim Weaver commodity account directly from the Weaver Congressional Committee. It first went to you in your account and then you disbursed it?

Mr. WEAVER. There were some that were—that I put into Wedbush, Noble, Cooke, but as loans to me. In other words, I took it and endorsed it over.

Mr. JENKINS. And were listed as loans?

Mr. WEAVER. Absolutely.

Mr. JENKINS. Okay.

Now, in this note that you signed all two, 1981, which counsel has just provided to me, in addition to the 14 percent as a matter of fact, it states that all profits from any investment would be paid over to the campaign.

It further states that any losses would be the sole responsibility of James Weaver.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. And that Weaver for Congress Committee is not liable for any losses on investments with some borrowed—with the amount borrowed by you.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Now, I am assuming taking the facts as presented by you that it was your intent in opening this commodity account and designating it as a campaign commodity account, that if you made any funds, any profits, it was your intention to pay those profits over to the committee.

Mr. WEAVER. Yes. That was the justification.

Mr. JENKINS. If you lost anything it was your personal loss.

Mr. WEAVER. It was all my loss. Exactly.

Mr. JENKINS. Now, subsequent loans made after August 2, 1981, according to your testimony, were advanced on this original loan, additional loans, evidenced by—

Mr. WEAVER. Under that document.

Mr. JENKINS [continuing]. Evidenced by checks.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Under the same terms.

Mr. WEAVER. Yes, sir. And were so reported. They were reported on Weaver for Congress Committee Federal Election Commission reports, every single one of them, and they styled it, the loans at the time, they were made on demand at 14 percent.

Mr. JENKINS. Now, subsequent to this, as I understand it, subsequent to August 2, 1981, is when you discovered through the newspaper article that you could repay yourself, is that correct?

Mr. WEAVER. Yes. December 1985, I made that discovery.

Mr. JENKINS. And after that discovery, then you extinguished this note.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. Together with the other advances on the original note?

Mr. WEAVER. Yes.

Mr. JENKINS. At 14 percent.

Mr. WEAVER. Also 14 percent interest, yes, sir.

Mr. JENKINS. Same interest rate.

Mr. WEAVER. Yes.

Mr. JENKINS. Now, in the—I——

The CHAIRMAN. Would the gentleman yield on just that point?

Mr. JENKINS. Yes, I yield to the chairman.

The CHAIRMAN. In the document that Mr. Jenkins has just described, the interest rate described here is at a rate of 14 percent compounded quarterly.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. Well, under this document, if it was compounded quarterly and your campaign or you loaned money to the campaign at 14 percent annually——

Mr. WEAVER. Yes, sir.

The CHAIRMAN [continuing]. Wouldn't there have been other monies go to the Campaign Committee?

Mr. WEAVER. No, sir, because you see, when you do the schedule of payments of the \$24,500 that I loaned the campaign in 1974, those then were no longer interest-bearing loans. I no longer owed the committee any money. The committee——

The CHAIRMAN. Say that again, Jim, I as sorry.

Mr. WEAVER. I loaned the committee \$24,500 of my personal funds in 1974. And at 14 percent interest in 1975, it had 27,000 in it. I have a schedule of payments here.

The CHAIRMAN. Right.

Mr. WEAVER. Do you have it handy?

Mr. LOWELL. Yes.

Mr. WEAVER. In 1976, it was 30,000, and as the interest compounded annually, it grew. By 1981, Weaver for Congress Committee owed me I think something like \$35 or \$38,000 principal and interest, and the \$18,634 was a payment of interest.

It was then deducted from the principal and interest balance, the interest continued on. So, you see, the——

The CHAIRMAN. Excuse me?



Mr. WEAVER. The compounding quarterly was moot. There was no—

The CHAIRMAN. Mr. Weaver, this document that Mr. Jenkins is talking about, on August 2, 1981, it was not a repayment. It was a loan.

Mr. WEAVER. Yes, Mr. Chairman, at the time in 1981, it was so characterized.

The CHAIRMAN. Right.

Mr. WEAVER. But under the 1985 amendments, when I found out I could repay my original loan, that \$18,634 was no longer a loan. I didn't ever owe my campaign any money.

The \$18,634 was a payment on interest on the loan I made in 1974.

The CHAIRMAN. Isn't that a reconstruction at the time this document was signed by you, you were to pay 14 percent compounded quarterly?

Mr. WEAVER. Yes, sir, and—let's say I never loaned the committee money in 1974. I would have repaid all the funds loaned to me at 14 percent compounded quarterly. You bet.

The CHAIRMAN. Right.

Mr. WEAVER. But you see, with the loan made in 1974, by me to Weaver for Congress, I never borrowed any money from my Campaign Committee as it turns out.

The CHAIRMAN. But it only turns out that way in—it only comes to your attention in December 1985.

Mr. WEAVER. Prior to the time I had been given advice that I couldn't repay the 1974 loan. I admitted that, sir. And I didn't like that advice. I was going to challenge it at some time, but that was the advice given me, and it was only when I read a Wall Street Journal story that Congressman Shuster had repaid himself from 1970's loan, I called the general counsel at FEC and asked if it were possible for me to repay—what I said is I was told the law had been changed. That is exactly what I told him.

I said I couldn't repay this. He said, nonsense, no law has ever been changed at all. Of course you can repay, and with interest.

The CHAIRMAN. Is it fair to say—and I would yield back to Mr. Jenkins—that had the loan been extinguished, the loans that you made to your campaign, that in December of 1985, you would have owed your campaign 18,600-some-dollars at 14 percent compounded quarterly?

Mr. WEAVER. Yes, sir exactly.

The CHAIRMAN. Well, what changed that?

Mr. WEAVER. I never borrowed any money from my campaign.

The CHAIRMAN. There is a document there. I grant you it is only signed by you and no one from the campaign, but if that was a loan at that time, what vitiated that document?

There was a business relationship between you and the campaign. That is what I am—I understand that a calculation, you say there is an offset, but you are totally disregarding what the document says, which you—

Mr. WEAVER. Suppose, Mr. Chairman, that a bank loaned you \$10,000.

The CHAIRMAN. Compounded quarterly at 14 percent.

Mr. WEAVER. Compounded quarterly at 14 percent.

The CHAIRMAN. Take that illustration.

Mr. WEAVER. Compounded quarterly. Absolutely. Loaned you \$10,000, and then—and you had made no payments on this loan and had been going on for a couple years compounding quarterly.

The CHAIRMAN. Yes, sir.

Mr. WEAVER. And the bank called you up and they said, Mr. Chairman, we have discovered that you actually had a deposit with us of \$20,000—

The CHAIRMAN. No, let's take \$10,000.

Mr. WEAVER. Or you had a deposit of \$10,000.

The CHAIRMAN. Bearing 14 percent annually. I—

Mr. WEAVER. I understand, you had a deposit with us of \$10,000 prior to—prior to we making that loan to you, so we never did make that loan to you, sir. That \$10,000 was just us giving you your deposit.

So, the loan was never made.

The CHAIRMAN. Although the interest rate was different?

Mr. WEAVER. When you got the \$10,000 from the bank, the bank just found out that that was not a loan to you. They were just giving you your own money.

So, obviously, you didn't have to pay interest.

Mr. JENKINS. Mr. Chairman?

The CHAIRMAN. Go ahead.

Mr. JENKINS. As I understand it, and it is confusing, but as I understand Mr. Weaver's testimony, whether or not one can do this is—I do not know at this point. What he is saying is when he discovered that he could repay himself with interest, he recast the original loan that was made to him—

Mr. WEAVER. Exactly.

Mr. JENKINS. Restructured, recast and said in his own mind, he said I don't have to list that as a loan because it is extinguished. Now, I think that is what he is saying.

The CHAIRMAN. Yes, that is what he is saying.

Mr. SPENCE. Yes.

Mr. WEAVER. Exactly.

Mr. JENKINS. And that there has been payment. Now, I want to ask a couple other questions if I might now.

The CHAIRMAN. Absolutely, and then Mr. Wortley, we will call on you.

Mr. JENKINS. I am sorry.

The CHAIRMAN. No, go ahead, you are pursuing these other documents, I didn't want to cut you off.

Mr. JENKINS. Now, I think there are three points that would probably give the committee some problems, and I want to ask about those points.

First of all, in the guarantee law that you gave to the broker as an individual to guarantee any margin calls on the commodity accounts, that guarantee indicated that obligation of the Weaver for Congress Committee under the agreement shall be the joint and several obligation of Weaver for Congress Committee, and James Weaver.

Mr. WEAVER. No, no—

Mr. JENKINS. As I read it.

Mr. WEAVER. That was a document made November of 1982 in order to cash a check. No transactions ever occurred in that—

Mr. JENKINS. From this?

Mr. WEAVER. No, never. Money was immediately transferred out of it. It was just simply loan proceeds. That is not a commodity account.

Mr. JENKINS. This is not a commodity account?

Mr. WEAVER. No, that is a stock—don't ask me why. I asked him and he said, well, it just is a formality to cash the check. That was the check made out to Wedbush, Noble, Cooke.

Mr. JENKINS. As a matter of fact, you could have opened the stock account from the Congressional Committee?

Mr. WEAVER. Yes, sir.

Mr. JENKINS. And invested it in the stock market, I am assuming.

Mr. WEAVER. Yes, sir.

Mr. JENKINS. At which time you could have made a guarantee.

Mr. WEAVER. Yes.

Mr. JENKINS. From the committee.

Mr. WEAVER. But that was not my intention. The money that flowed into that was a loan to me, and no transactions were ever made in that account. It was never used.

Mr. MOLLOHAN. Will the gentleman yield?

Mr. JENKINS. Yes.

Mr. MOLLOHAN. Is that in indeed a fifth account?

Mr. WEAVER. In a sense, it is. But it was moot.

Mr. MOLLOHAN. I know, but was it a separate account?

Mr. WEAVER. Yes, completely separate.

Mr. JENKINS. Never used.

Mr. WEAVER. Never used. The money was put in and journaled out immediately.

Mr. JENKINS. Okay.

Now, the second point I think we might—the second point that might concern people including myself and other members that I don't have yet straight, you subsequently amended your FEC report to show that these were not loans.

Mr. WEAVER. Yes.

Mr. JENKINS. Did you do that upon the advice of anyone, or did you just assume, since you had extinguished the recast or restructured the papers, that you should file an FEC return simply leaving off?

Mr. WEAVER. I did that on the advice of general counsel of the Federal Election Commission. That is what he advised me to do.

Mr. JENKINS. After he had told you—or verified that you could repay yourself with interest?

Mr. WEAVER. Yes, he said what you should do is file amended reports stipulating this, which I did, and which had been found in order by the Federal Election Commission in compliance with the law.

Mr. JENKINS. And my last question—my next to last question—it may appear to some people that you arrived at the interest rate of 14 percent from your original loans from you as an individual, which were properly listed on the FEC report in order to arrive at

the same amount, or practically the same amount that you had withdrawn from the campaign through loans.

How did you arrive at the 14 percent since you do not have a written document? Was it your testimony, as I understand it, that you were using the prevailing rate? Interest rate?

Mr. WEAVER. I could have gone back and taken the prevailing interest rate for every year. It would have been probably 14 percent or 15 percent in 1974, somewhat less perhaps in 1975, the same in 1975, 1976 and on up to 20, 22 percent in 1980 and 1981.

I probably could have received considerably more money. Perhaps I just simply did it because I wanted to simplify it. I felt I had been making loans throughout this period to me at 14 percent, a number of the loans I made were 14 percent, and 14 percent just struck me as a reasonable amount.

I am an expert in interest rates, you know, I might have lost money in the commodity markets, but I am an expert in interest rates, and I used 14 percent in the loans when they were characterized as loans to me in the Weaver for Congress Committee period, so 14 percent struck me as a very fair rate of interest, and backed by all kinds of substantiation in terms of prevailing rates.

I had no idea, I had no idea when I began compounding that how it would turn out. I didn't know whether that would repay or be enough to repay the loans or whatever. I just did it. I sat there all day Saturday and all day Sunday, didn't even use an adding machine, I did it all by hand, and in my head, and turned out when I sat there and matched it and how it turned out, I was flabbergasted, it turned out it covered all these payments very adequately.

At no time did any payments from Weaver for Congress to me exceed the amount due and owing me. So, I never owed Weaver for Congress any money.

The CHAIRMAN. Will the gentleman yield on that question?

Mr. JENKINS. Yes.

The CHAIRMAN. Congressman Weaver, when did you establish what you thought was the fair rate?

Mr. WEAVER. Of—

The CHAIRMAN. Of interest.

Mr. WEAVER. Of paying back my 1974 loan?

The CHAIRMAN. Right.

Mr. WEAVER. From the committee.

The CHAIRMAN. Right.

Mr. WEAVER. After I was given advice by the general counsel of the FEC that I should file amended reports, I sat down and I said, and he said, with interest. I said what would be a fair rate.

I just sat down by myself and as I say, I know a lot about interest rates. I didn't have to look up in a book. I know what the rates were, basically, in the various years. I just simply sat down and I thought 14 percent is a fair rate for both sides.

The CHAIRMAN. That was sometime in December of 1985.

Mr. WEAVER. Yes, sir, just probably the 16 or 17th of December, 1985. I filed the reports at that time.

The CHAIRMAN. So at that time, the loan was taken out, there was no agreed-upon interest rate.

Mr. WEAVER. No, sir, there was not.

The CHAIRMAN. And if you will continue to yield on that point, Mr. Jenkins—and you established in your own mind that 14 percent was a fair interest rate at the time the loan was taken out in 1974, although in fact, there was no agreed-upon interest rate?

Mr. WEAVER. Yes, sir. I may have had at the time the idea of that interest rate, but I have no document to certify that.

The CHAIRMAN. OK. What was that opinion based upon?

Mr. WEAVER. Which opinion, sir?

The CHAIRMAN. That 14 percent was a fair rate for the loans taken out—

Mr. WEAVER. My own expertise in interest rates. As I said, the prime rate was—here is the Congressional Research Service, they couldn't find Oregon rates, although I called my banker and I got him to tell me what the interest rates were at the time.

The prime rate all during the period where the loans were made, the majority, 90 percent of the loans I made to my committee in 1974—

The CHAIRMAN. You say prime rate, explain to me what you mean by that.

Mr. WEAVER. That is the bank's lowest rate to the prime borrower. In other words, the best there is.

The CHAIRMAN. The best you could get.

Mr. WEAVER. To General Motors and all.

The CHAIRMAN. All right.

Mr. WEAVER. The rates during the time that I made the loans, the prime rate according to the Congressional Research Service, that is their report here.

The CHAIRMAN. Right.

Mr. WEAVER. Were 11.97, 12, 12, and 11.68. That is the prime rate. Personal loans were at around 13 percent, credit card plans at 17 percent; auto loans were at about 20 percent.

Mr. MYERS. This is 1974.

The CHAIRMAN. And you are talking about 1974?

Mr. WEAVER. Yes, sir, 1974.

The CHAIRMAN. Now, these at the time were loans from the campaign to you.

Mr. WEAVER. No, no, no, I am talking about now in 1974, the loan from me to the campaign.

The CHAIRMAN. OK.

And you say the prime was around—

Mr. WEAVER. Was 12.

The CHAIRMAN. Was 12. And then, how did you establish 14?

Mr. WEAVER. I felt that 14 was a very reasonable interest rate. I had been paying it, and frankly, if you had gone out and—if I had gone out and borrowed money for Weaver for Congress alone, I would probably have had to pay 30.

The CHAIRMAN. All right. Now, you say that you had been paying that.

Mr. WEAVER. Yes, I borrowed some money from people.

The CHAIRMAN. You didn't then say from 1973 through 1975, did you in fact borrow money from commercial—

Mr. WEAVER. I am sure I did. I didn't remember. Your committee staff very ably came up with loans, I had made that I had forgotten about that were made at, I believe, 10.5 percent at that time.

The CHAIRMAN. In 1973, we came up with a loan that was made at 8.75 and in 1974, 11-21-74, at 10 percent in 1974.

Mr. WEAVER. Yes, sir.

The CHAIRMAN. So, the loans we do have here—I will show you this document—indicate that you made loans from the United States National Bank of Oregon from the period of December 1973 through November of 1975, and at no time was the rate higher than 10 percent.

Mr. WEAVER. Yes, sir. You see, banks treat their favorite customers and I was probably one of the largest if not the largest depositor in that bank for 10—no—15 years. I had at one time probably 20 or 25 accounts. I had many corporations and partnerships, and my real estate business.

They always treated me very well.

They didn't charge for my checking account. As a matter of fact, they would actually—well, anyway, I was very favored customer, and they made my loans at extremely favorable conditions.

The CHAIRMAN. I am sorry, Mr. Jenkins. Would you proceed?

Mr. JENKINS. I want to clear up one other thing that I am not certain about, but it has been raised, and that is the usury laws in Oregon.

If I understand your understanding of the laws of Oregon as far as usury is concerned, they do not—when they have a 10-percent or a 6-percent—they say the legal rate of interest is 6 percent.

This is back in 1973. I am assuring that like Georgia and other States, the legal rate of interest has nothing to do with the usury rate.

Mr. WEAVER. No, sir.

The CHAIRMAN. The legal rate only has to do on an open account or a judgment or whatever that it would bear interest.

Mr. WEAVER. If there is a dispute. That is what really it is about. If there is a dispute, you say that. You are not allowed to make a non-interest bearing loan. The IRS says you got interest on it.

The CHAIRMAN. They impute interest to you.

Mr. WEAVER. Yes. The only non-interest bearing loan I know of was made by the United States Attorney General, only he didn't report it on his form, and I reported every one of mine.

The CHAIRMAN. Now, there is nothing in the Oregon law that would prevent a 14-percent loan.

Mr. WEAVER. No, sir. No. The usury law at that time was 15 percent for personal and business unsecured loans. It had been 18 percent the year before. It was reduced by the Oregon Legislature in 1973 to 15 percent, and done away with entirely in 1981.

That was for loans under \$50,000 that were unsecured personal business or—personal or business loans. There were also several other rates, there was a 10-percent, I believe, discount loan usury rate. That is in effect around 20 percent simple.

Mr. JENKINS. I was reading from a document from Oregon that indicates on contracts, interest up to a maximum rate of 10 percent per annum may be charged upon express agreement of the parties.

Now—this is 1973.

Mr. WEAVER. That would be a discount.

Mr. JENKINS. You may or may not know, this may apply only to companies that are regularly engaged in making loans such as a bank or a loan company.

Mr. WEAVER. That would be a discount loan. In other words, you see a discount loan is quite different than simple interest.

Mr. JENKINS. I understand.

Mr. WEAVER. So when they say 10 percent was maximum, they are saying 10 percent discount was maximum, and the actual level would be 20 percent.

Mr. JENKINS. Simple interest rate would end up being 20, you think?

Mr. WEAVER. Right 20.

Mr. JENKINS. I am not familiar with that.

Mr. WEAVER. It would be one or two-tenths of a point difference.

Mr. JENKINS. Banks made loans in excess at a rate of interest in excess of 10 percent during this period of time?

Mr. WEAVER. Yes.

Mr. JENKINS. Without any problem?

Mr. WEAVER. They—

Mr. JENKINS. Without any problem with the usury laws?

Mr. WEAVER. They made them up to 15 percent in Oregon, and 12 percent on real estate. This is always under \$50,000. Over 50,000 there was no maximum.

Mr. JENKINS. Thank you, Mr. Chairman.

The CHAIRMAN. Would it be fair to say—I don't know, Mr. Weaver—the usury laws would not apply anyway because there was no agreement at the time that you made the loans as relates to the amount of interest.

Mr. WEAVER. No, I certainly understood because I had been in business for many years that there is no such thing as an interest-free loan, and that loans should be repaid with interest.

The CHAIRMAN. Didn't you indicate earlier in your testimony that you made short-term loans to your committee at no interest rate?

Mr. WEAVER. Well, these were cash flow advances that were repaid early on, and I probably should have taken interest from my campaign committee, but they were entirely different kinds of financial transactions. They were short term. They were going to be repaid out of the first funds to come in from the campaign in terms of contributions. They were totally different.

The CHAIRMAN. Mr. Wortley, I am sorry it took so long to get to you.

Mr. WORTLEY. That is okay. It has been a long day. I would sympathize with Congressman Weaver here tonight.

Mr. WEAVER. No, I want to thank you.

Mr. WORTLEY. You have been here about six hours more or less.

Mr. WEAVER. I want to thank you, Mr. Wortley.

Mr. WORTLEY. You have had a tougher week and you have had a tough time in the past few months. You were a relatively successful realtor, lessor, in the early seventies. By your own admission, you were somewhat successful in trading in the commodity markets.

Mr. WEAVER. Yes, sir.

Mr. WORTLEY. Back in the early seventies.

You don't have to be specific on this. Just tell me yes or no. Is your net worth today greater than it was back in 1974 when you first ran for Congress?

Mr. WEAVER. Unfortunately, it is very small now.

Mr. WORTLEY. Is it smaller than it was in 1970—

Mr. WEAVER. I was a millionaire in the 1960's, and that was in 1960's money, and had I kept my real estate, and when I say real estate, they are all leased buildings, prime leases like IBM, Metropolitan Insurance, et cetera, had I just kept those and they paid their way, I would be worth probably eight or ten million dollars now, had I stayed in business without doing another thing, without doing any more development.

I instead said I want to go into politics. I sold out my real estate and the rest is history.

Mr. WORTLEY. Do you have any regrets?

Mr. WEAVER. I have absolutely no regrets, sir. It has been a great honor, a great honor and a great privilege, and I mean that deeply.

It is my life-long feeling that I wanted to serve in Congress, and you only live once, and money isn't everything. I wish now I had some money and serve in Congress, you understand, but I made a mistake. I lost money in the commodities market. It was my own fault and all, but it cost me money.

My farm—I had an offer on my farm that I live on in Oregon, an offer of over \$500,000 on it in 1980. Today it is appraised for \$135,000, so it has fallen two-thirds in value, and that hurt.

In 1980, I knew it was the top of the market, and I was thinking of selling, and then I said, no, my home is sacred to me. I just couldn't live without a home, but it cost me \$3,000 a month to keep that farm, and I had to go in savings every month, and I had alimony to my beloved wife that I divorced, but I still love and we are dear friends. I pay her support, and so I had to go into my own pocket constantly for money, and put my three girls through college, and I tried to make some of it back in the commodities market and just compounded the error.

Mr. WORTLEY. You did engage in what I would call a very substantial number of commodity transactions. I have never dealt in commodities. I buy a little stock now and then, but if I understand correctly from counsel early on, you may have had as many as 400 transactions within a month; am I correct on that?

Mr. WEAVER. Oh, yes.

Mr. WORTLEY. That is a lot of trading when you figure there probably are more than 22 trading days within a month.

Mr. WEAVER. Sir, you could call up in the morning, and I might, and tell your broker to sell 20 U.S. Treasury bonds futures contracts in one day and buy them back at the end of the day.

Merrill Lynch or Salomon Brothers trade is up to 10,000 accounts a day.

Mr. WORTLEY. Did you actually engage in all of those trading decisions yourself, or did you extend the power of attorney or broker—

Mr. WEAVER. No, sir; I make all my own decisions. I don't rely on anyone for advice. My problem is one of—actually, I am pretty good in reading the market. When I closed out my account, I was short four contracts of crude oil, long four U.S. Treasury bonds fu-



tures contracts, long two S&P indexes, and had I just held those without ever—and had them today, they would profit me about \$200,000, just held those and forgot them, but my problem is I went in and out of the market, and you just don't make money that way. That was my mistake.

Mr. WORTLEY. I don't mean this in a cruel way at all—

Mr. WEAVER. Be as cruel as you can. You can't hurt me any more than I have been hurt.

Mr. WORTLEY. Were you, Mr. Weaver, a compulsive gambler?

Mr. WEAVER. I would prefer not to answer that in the sense of characterizing myself, but there was no question—

Mr. WORTLEY. Compulsive speculator?

Mr. WEAVER [continuing]. That I used to go to Reno once a year.

In real estate, you know, a deal may take three years, and you kind of get uptight, and I would go to Reno once a year, and I would lose X amount of money. I was very disciplined. I have enormous restraint, but I did go beyond normal bounds in trading commodities, something that you know I would advise people not to do.

Mr. WORTLEY. I am not quite sure, but have you submitted your income tax returns for any of the previous years to this committee?

Mr. WEAVER. No, sir. Mr. Lotkin said that that was not necessary. I will tell you what they show, and if the committee feels they want to see them, I would be glad to show them to you.

The CHAIRMAN. The committee has never made a request for them?

Mr. WEAVER. No, they have never done that. What they show is simple. I am allowed to deduct—I have a large loss carryover from the commodity trading of short-term capital gain. You are allowed to deduct \$3,000 a year. I blew this. It was \$2,000, it is now \$3,000, I am not sure; and that deduction every year, so I still have a large tax loss carryover.

Other than that, I pay, you know, \$15,000 a year in taxes, on my congressional salary. I have interest on loans that bring that down sometimes to around \$10,000, but I have no income and no losses other than my congressional salary now. I don't own any more real estate.

The CHAIRMAN. You can only deduct \$3,000 of the losses in the commodity market?

Mr. WEAVER. Yes, sir, as income. I could take it against capital gain, but I haven't had any capital gain. I wish I had.

The CHAIRMAN. Have you paid income tax on the interest that you have allegedly earned from the loans you made to the campaign?

Mr. WEAVER. No, sir. What I did, the very day that I discovered that I could repay myself principal and interest, I announced to the press that I would probably owe around \$20,000. That is a public record. The committee has that record.

Long before the inquiry or anything else, I announced immediately that I would owe the IRS probably somewhere in the neighborhood of \$20,000 additional taxes, and then I sent a letter to Director Egger saying that I would file amended IRS returns for the appropriate years, and pay the sums as soon as the issue was resolved.

Mr. WORTLEY. In the preceding years, you have paid some interest that you said you made——

Mr. WEAVER. Yes.

Mr. WORTLEY. Did you ever deduct that?

Mr. WEAVER. No, sir; I did not.

Mr. WORTLEY. Why didn't you deduct that interest?

Mr. WEAVER. Because I guess I am an extremely scrupulous person, and I just didn't.

The CHAIRMAN. Mr. Wortley, I don't know that any other members have questions, and you have patiently waited. There are only about seven minutes left.

Mr. WORTLEY. I am through.

The CHAIRMAN. I was going to suggest if you could finish in a couple minutes or we can come back if you want to take longer. I don't want to cut you off.

Mr. WORTLEY. No, Mr. Chairman, I rest my case.

The CHAIRMAN. Mr. Weaver, if there are some closing comments you would like to make, then I would suggest that we come back immediately after this vote. We have about five minutes to get to this vote.

Mr. WEAVER. If I have not cleared—I believe I have cleared myself completely of charges that were, I believe, foisted on me by the newspapers, and this testimony today makes me feel I have done so, Mr. Chairman.

If, however, the committee has further questions emanating from this hearing, I would like the privilege of coming back and addressing that.

The CHAIRMAN. We will certainly invite you back if any member of the committee wants to ask any questions. This evening, are there any members of the committee that want to ask Mr. Weaver additional questions?

Mr. WEAVER. Let me thank the committee, Mr. Chairman, for taking this time, and I appreciate it very much.

Mr. LOWELL. Mr. Chairman, just for the record, I would like to submit the two exhibits about which Mr. Weaver referred. One is the August 5, 1986 memorandum from the Congressional Research Service showing the interest rates which prevailed in 1974. The other is a 1974 note from Congressman Weaver to his accountant indicating that a loan, in fact, in 1974 was made.

The CHAIRMAN. They will be inserted into the record, and if the members will return, we will take up some other matters.

[The information to be furnished follows:]



Congressional Research Service  
The Library of Congress

Washington, D.C. 20540

August 5, 1986

TO : Honorable James Weaver

FROM : Brian W. Cashell  
Analyst in Quantitative Economics  
Economics Division

SUBJECT: Selected Interest Rates in 1974

This memorandum was prepared in response to your request for selected interest rates in 1974. In particular, you wanted to know the rates which prevailed in 1974 in the State of Oregon. Unfortunately, data regarding interest rates for 1974 does not appear to be available on a State by State basis. Sources contacted in an effort to find such data included the Board of Governors of the Federal Reserve System, and the research departments of the Federal Reserve Bank of San Francisco, the Federal Reserve Bank branch of Portland, and the Oregon Banker's Association.

Presented in Table 1 are selected interest rates, on a national basis, for consumer and commercial loans. With the exception of credit card plans, rates were between about 10 and 13 percent during 1974. Over the course of the year, interest rates fluctuated in response to a number of unusual economic developments, including the Arab oil embargo, shortages of many commodities, and the phasing out of wage and price controls.

If you have any further questions, please call at 287-7589.

CRS-2

Table 1. Selected interest rates in 1974

	Installment credit at commercial banks				90-day banker's acceptances
	new autos (36 mos.)	personal loans (12 mos.)	credit card plans	prime rate	
January				9.73%	8.72%
February	10.20%	12.72%	17.13%	9.21	7.83
March				8.85	8.43
April				10.02	9.61
May	9.96	12.63	17.24	11.25	10.68
June				11.54	10.79
July				11.97	11.88
August	10.02	12.72	17.25	12.00	12.08
September				12.00	11.06
October				11.68	9.34
November	10.02	12.63	17.23	10.83	9.03
December				10.50	9.19
Average	10.10	12.68	17.21	10.80	9.89

Source: Board of Governors of the Federal Reserve System.

# WEAVER

Democrat for Congress

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Democratic Nominee  
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Mike I Duane

Here is a contribution. I will be gone until November 13 when I will check back in with you.

Would you please find out - under both U.S. and Oregon law - how long we can leave my loan to my committee open as I hope eventually to see if some of it can be repaid.

Wonderful to win - and you guys did a great job and can't tell you how much I appreciate it.

Thank  
Jim

The CHAIRMAN. Thank you very much, gentlemen.  
[Whereupon, at 10:40 p.m., the committee recessed, to reconvene pursuant to other business.]

