

"The Baker Case (continued)"

3/4/65
The Democratic majority on the Senate Rules Committee is continuing to go to extraordinary lengths and to employ the most unusual tactics in its effort to close the lid on its inquiry into the affairs of Robert G. Baker.

Its latest move is the release of a report prepared at its request by the Federal Bureau of Investigation. This report refutes allegations made in secret testimony by Don B. Reynolds, the insurance man who once was associated with Mr. Baker. When Mr. Reynolds first testified in public, there were leaks from confidential Government files that tended to discredit his character and his claims. Now the committee can brandish a document with the authoritative seal of the F.B.I. to support its view that Mr. Reynolds is not to be trusted.

This report is the latest in a number of elaborate smokescreens that the committee has thrown up in the Baker case. The F.B.I. report covers a good deal of testimony that has little or no relevance to the investigation; moreover, those who refuted Mr. Reynolds in interviews with the F.B.I. were not under oath. Mr. Reynolds may have been loose with his charges; but in the one transaction on which the committee heard testimony from both sides, he appears to have told the truth: This does not make pretty reading.

The transaction in question concerned Mr. Reynolds' charge that he had sold insurance policies on the life of Lyndon B. Johnson after agreeing to buy advertising time he did not need on the Austin television station owned and controlled by the Johnson family. This was supposed to have happened while Mr. Johnson was a Senator. When Mr. Reynolds made this charge, the White House issued a denial; but Walter W. Jenkins, the President's former special assistant—who had been accused by Mr. Reynolds of having "pressured" him into buying the advertising—has now contradicted an earlier statement and has conceded that he had had dealings with Mr. Reynolds.

Mr. Jenkins still denies using pressure. He asserts that he simply informed Mr. Reynolds that the television station planned to buy the insurance from a local insurance man who "not only had been an advertiser on the radio and television stations for many years, but also had related the amount of his advertising to the amount of his business done with the station. Certainly I did not 'pressure' him [Mr. Reynolds] to do so." [Italics supplied.]

In the world of business, pressure is applied in a variety of ways. Mr. Reynolds could well feel that Mr. Jenkins' proposition amounted to pressure. And whether or not Mr. Reynolds bought advertising time, the fact that a local insurance agent based his advertising expenses on the amount of insurance sold, as Mr. Jenkins stated was the case, amounted to an illegal rebate. The insurance laws of every state prohibit this kind of practice because it involves discriminatory price treatment.

With the facts about this transaction finally clarified, the Senate Rules Committee seems to be engaged in trying to smother it with the F.B.I. report that blackens one witness and whitewashes others. In doing so, it is engaging in a dubious game that casts doubt on its own integrity. EAD