Ex-DA Aide Asks Probe

Former assistant Dist. Atty. Charles R. Ward asked the Orleans Parish Grand Jury today to investigate his accusation that a New Orleans lawyer attempted to blackmail the district attorney's office into settling a claim against a bonding company.

He charged that Ralph Kaskell, an attorney associated with the law firm of Deutsch, Kerrigan and Stiles, threatened to "reveal an alleged act of public bribery" involving Ward if a claim for more than $500,000 against the Maryland National Insurance Co. were not settled for $100,000.

Eberhard P. Deutsch, principal partner in the law firm, said he would have no comment. Deutsch said Kaskell was out of town.

THERE WERE these fast-moving developments after Ward, who quit Tuesday in a dispute with Dist. Atty. Jim Garrison, handed a letter to Jury Foreman Fernand S. Lapeyre in which he offered to waive immunity and testify before the jury:

1. The grand jury, holding its regular weekly meeting, excluded assistant district attorney Numa V. Bertel and William Alford from the jury room and held a 30-minute private conference with Criminal District Court Judge Thomas M. Brahney Jr.

2. It was revealed that Federal District Judge Lansing L. Mitchell has issued an order restraining Garrison, assistant district attorney Shirley G. Wimberly Jr. and state officials from moving to collect bond forfeiture claims totalling $629,000 from the Maryland National Insurance Co. pending a hearing at 10 a. m. Monday.

A check today by Bill Lynch, States-Item Baton Rouge correspondent, shows Maryland National owes the state $629,000 in forfeitures covering the failure of accused persons to appear for trial.

Ward resigned as Garrison's principal assistant in protest against the district attorney's action in withdrawing

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his recommendation that Ward be appointed to a criminal district court judgeship. Ward broke the news of the resignation and revealed that the accusation of taking bribes had been made against him. Garrison later said he had withdrawn his endorsement of Ward for the judgeship because three bonding company officials had made affidavits accusing Ward of bribery.

Ward alleged the attempted extortion took place in a conversation between Kaskell and assistant DA Wimberly Jr.

Kaskell allegedly told Wimberly that the DA's office should accept the offer of $100,000 or face the embarrassment of revelation of affidavits held by Kaskell accused Ward of accepting bribes from Maryland National officials.

WARD SAID THE charges of public bribery against him are "unquestionably false and are known by Mr. Kaskell and Deutsch, Kerrigan and Stiles to be totally worthless as evidence in a court of law or anywhere else."

Ward requested an opportunity to testify before the Grand Jury, saying he would waive all rights and immunities.

The bail bonding firm of Maryland National is the former employer of William Hardy Davis, one of those who filed an affidavit with Garrison accusing Ward of accepting bribes.

In the letter, Ward said Maryland National incurred much of the liability to the state of Louisiana during 1968. He said that when Maryland National failed to deliver promised installment payments, the DA's office filed a claim against the company.

WARD SAID Maryland National then retained Deutsch, Kerrigan and Stiles whose offers to settle the claim for $100,000 were rejected by the DA's office.

According to Ward, Kaskell then asked Wimberly to meet him at a downtown bar. When Wimberly declined, Kaskell went to the DA's office to meet Wimberly and suggested they talk at a restaurant across the street.

Ward says it was at the restaurant that Kaskell told the DA's office the $100,000 should be accepted or the alleged public bribery would be revealed.

WARD SAID Wimberly drafted a memorandum to Garrison, telling him of the alleged threats and the affidavits of Davis and others.

"In the memorandum, Mr. Wimberly expressed the opinion that this was sheer 'blackmail,'" Ward said in his letter.

Ward said Garrison also expressed the opinion that Kaskell's proposition was "blackmail."

It specifically prohibits the state agencies from issuing any writs to make these collections effective and it prohibits the state from taking any action to interfere with the insurance company doing business in Louisiana.

It also was reported that the grand jury has rescinded subpoenas issued for four persons reported to have made depositions involving the reported extortion.

Text of Plea For Probe By Jury

Charles R. Ward, who resigned Tuesday as first assistant district attorney, today asked the Orleans Parish Grand Jury to investigate charges that an effort was made to blackmail the district attorney's office into settling a claim against a bonding company.

Ward handed the letter to Fernand S. Lapeyre, foreman of the jury. Ward wrote:

Dear Mr. Lapeyre:

Please consider this request for a grand jury investigation into what I believe is attempted extortion. It is my belief and considered legal opinion that an attempt has been made by Ralph Kaskell, of the law firm of Deutsch, Kerrigan and Stiles, to extort from the district attorney's office a favorable settlement for his client, Maryland Insurance Co., an insurance company doing business in New Orleans, insuring bail bonds. He has attempted to obtain a settlement of a claim for more than $500,000 for the sum of $100,000 by threatening to reveal an alleged act of public bribery allegedly involving me as chief assistant district attorney. These allegations are unquestionably false, and are known by Mr. Kaskell and Deutsch, Kerrigan and Stiles to be totally worthless as evidence in a court of law or anywhere else.

Public extortion has been defined as:

Extortion is the communication of threats to another with the intention thereby to

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obtain anything of value or any acquittance, advantage, or immunity of any description. The following kinds of threats shall be sufficient to constitute extortion:

(1) . . .

(2) A threat to accuse the individual threatened or any member of his family or any other person held dear to him of any crime;

(3) . . .

(4) A threat to expose any secret affecting the individual threatened or any member of his family or any other person held dear to him.

A brief summary of the facts known to me and which I am confident that testimony will show are set forth herein below:

Maryland Insurance Co. during the past several years of its operation in Louisiana operated through several agents. Acting through these agents Maryland Insurance Co. incurred certain liabilities to the state of Louisiana as a result of forfeitures of bonds for nonappearances of criminals in courts. This liability skyrocketed during 1968.

As a result of the tremendous increase in liability, demands for payment were made by the district attorney's office. Maryland Insurance Co. informed the district attorney's office that the entire liability could not be liquidated upon demand, and an installment payment plan was proposed by Maryland

and ultimately accepted by the district attorney's office, which provided for periodic monthly payments to reduce the outstanding balance with the understanding that all current forfeitures would be paid immediately. Maryland Insurance Co. did not live up to the agreement, and the district attorney's office seized all security deposits belonging to Maryland Insurance Co. in Louisiana.

The law firm of Deutsch, Kerrigan and Stiles was retained by Maryland Insurance Co. to defend them against this claim. Mr. Kaskell (Deutsch, Kerrigan and Stiles) assured the district attorney's office, who was represented by Mr. Shirley Wimberly, that the entire amount would be paid in full as soon as the entire liability could be ascertained. Subsequently, in the early part of 1969, Mr. Kaskell informed the district attorney's office that an employe of Maryland had stolen certain powers of attorney which were used in New Orleans to write bonds illegally. Mr. Kaskell proposed a compromise of the claim asserting the defense that agents of Maryland Insurance Co. were NOT authorized to write bonds* This offer of compomise was rejected.

The district attorney's office notified the commissioner of insurance of the outstanding liability and a hearing was held in the commissioner's office in Baton Rouge, April 21, 1969. At the hearing Maryland Insurance Co. was granted a 30-day grace period to liquidate their liability. On May 21 the district attorney's office notified the commission's office by letter that the claim was not settled. A copy of this letter was sent to Deutsch, Kerrigan and Stiles. Mr. Redfearn subsequently appeared in the district attorney's office and tendered a check for $100,000 accompanied by a letter which contained words to the effect that the compromise was offered to maintain good relations with the district attorney's office. This offer of compromise was also rejected.

Mr. Kaskell later made an appointment to meet Mr. Wimberly and suggested a meeting at a downtown bar. Mr. Wimberly declined and Mr. Kaskell then made an appointment to see Mr. Wimberly in the district attorney's office on June 6, 1969. When Mr. Kaskell appeared he refused to discuss business in the district attorney's office and suggested that he and Mr. Wimberly go to the Kopper Kitchen across the street. It was at the Kopper Kitchen that Mr. Kaskell said that he thought the district attorney's office should compromise, otherwise it would be greatly embarrassed by evidence to be produced at the hdearing and Kaskell then read to Wimberly portions of a deposition which purports to involve me, and again strongly urged that Wimberly accept $100,000 as settlement in full. This offer was also rejected.

Mr. Wimberly promptly drafted a memorandum to Mr. Garrison informing him of the threats. In the memorandum Mr. Wimberly expressed the opinion that this was sheer "blackmail." When I finally was apprised of the affidavits Mr. Garrison also expressed the opinion that this was "blackmail."

I am confident that the above facts are readily provable by testimony from witnesses. Examination of the statute prohibiting extortion indicates that this type of action is prohibited and is extortion or "blackmail."

I feel that the grand jury is the appropriate investigative and accusatorial body since these allegations are made against a former law partner of the present district attorney, and because of the very close and personal relationship of Mr. Eberhard Deutsch to Mr. Jim Garrison.

Since I am the subject of the threat, I request an opportunity to testify before the grand jury in this matter. I hereby waive all rights and immunities that I may be entitled to by virtue of the United States Constitution or the constitution of the state of Louisiana. I will sign a written waiver before I testify.

I will deeply appreciate your consideration of this request as promptly as possible.

Very Truly Yours,
Charles R. Ward.