

Payment Affidavits in Bail Case Revealed

The former president of a bail bonding company says he dispatched \$15,000 to New Orleans during 1968, believing the money would be used to bribe the chief assistant district attorney.

William Hardy Davis of Atlanta, former president of Century Surety Underwriters of Indiana, Inc., said in an affidavit he was told by two New Orleans attorneys the money, \$2,500 a month for six months, was being given to Charles R. Ward, who was then first assistant to Dist. Atty. Jim Garrison.

IN ADDITION TO WARD, Davis named attorneys Mil-

ton P. Masinter and Thomas Toranto as the men who, he said, passed the money involved in the alleged bribe attempt.

Davis said in his affidavit that Masinter and Toranto told him that, for \$2,500 a month, Ward would not press hard for payment of forfeited bail bonds and would accept a settlement agreeable to the bail bond companies.

The three accused men emphatically have denied Davis' charges.

Ward resigned his job with the DA's office June 17 with a blast at Garrison, who he said had not been loyal to him.

WARD DELIVERED A LETTER to the foreman of the Orleans Parish Grand Jury asking the jury to investigate

the entire matter, saying he was confident he would be cleared.

Arthur L. Ballin, attorney for Masinter and Toranto, said his clients "firmly and without reservation deny any and all charges of wrongdoing."

Ballin said he is confident Masinter and Toranto will be cleared.

Ballin stated:

"AS ATTORNEY FOR MR. Milton Masinter and Mr. Thomas Toranto, I must consider that this matter is now before the courts and, I am informed, under consideration by the Orleans Parish Grand Jury.

"I therefore feel my clients, who are attorneys, and I, as their attorney, must not make any statements which af-

fect in any way, shape or form the proceedings pending in court and before the grand jury.

"I must therefore confine myself to saying that my clients firmly and without any reservations deny any and all charges of wrongdoing."

AT THE HEART OF THE AFFAIR is \$629,000 in bail bonds which were issued in the name of Maryland National Insurance Company, Inc., which have been forfeited. The district attorney's office has the responsibility for collecting the full amount from Maryland.

On June 18, Maryland filed a petition in federal district court here seeking to enjoin the collection efforts of the district attorney.

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In its petition, Maryland states that, after 1964, Century Surety Underwriters of Indiana, Inc., issued bail bonds of Maryland. Maryland also avers that a corporate official of Century, who it has not named, "stole hundreds of thousands of dollars worth" of bonding powers.

THESE, THE COMPANY SAYS in its petition, were sold to bail bond agents in New Orleans, who issued the bonds without the company's knowledge. This, the company says, is how the amount of forfeitures rose to \$629,000 without the company being aware of it.

Maryland charges that the agents in New Orleans who accepted the stolen bonding powers knew they were stolen. The company has not named these agents.

When he resigned as chief assistant to Garrison, Ward said he had been accused of accepting a bribe to withhold efforts to collect the forfeited bail bonds from Maryland.

Ward furnished the States-Item with a photocopy of an affidavit of Davis. Davis said in the affidavit that he believed \$2,500 a month sent to New Orleans in the last half of 1968 was being used to bribe Ward.

DAVIS' AFFIDAVIT WAS taken on March 22, 1969, by attorney Ralph Kaskell, who is a member of the law firm of Deutsch, Kerrigan and Stiles. Other affidavits related to the supposed payments to Ward were taken by Kaskell at the same time from William Stroud, also a former president of Century Surety Underwriters, and from Mrs. Doris Davis, manager of the Bail Bonding Center, 540 S. Broad.

Ward said the three affidavits have been presented to the district attorney and to the Orleans Parish Grand Jury.

Garrison confirmed that accusations against Ward have been made by bonding companies.

In his sworn statement, Davis said he never met Ward and did not know of his own knowledge that Ward ever received any of the \$15,000.

IN THE AFFIDAVIT TAKEN from Davis, he was questioned by Kaskell:

"Q. Now, to use a commoner term, did you understand

these payments (referring to monthly sums of \$2,500 allegedly given to Masinter the last six months of 1968) were bribes?

A. Yes.

Q. Did you ever have any connections with Mr. Ward with respect to these payments?

A. No.

Q. With whom did you have a conversation or conversations with respect to these payments?

A. Milton Masinter and Thomas Toranto.

DAVIS SAID IN THE AFFIDAVIT that when the \$2,500 payments weren't delivered on time, he would get admonishing telephone calls from Masinter warning that the DA's office would crack down if the payments weren't forthcoming.

Q. Now, after you would make payments following the admonishing telephone call, would that bring results?

A. No, it didn't. We were promised results, they were supposed to have—they, the District Attorney's office, were supposed to have recalled these fieri facias (demands for payment of forfeited bail bonds) but for one reason or another and for numerous reasons and excuses given, they were never recalled. Letters were supposed to have emanated from the District Attorney's office but apparently never did recall these.

DAVIS TESTIFIED HE SENT checks to Mrs. Davis, who, he said, gave Masinter cash.

Davis testified that when the payments didn't get the desired result, the bonding companies began to worry.

Q. Now, sir, was there a conference set up to be held in New Orleans between yourself and Mr. Ward and Messrs. Toranto and Masinter, and, if so, what were the circumstances surrounding the arranging of the conference?

A. Century began to suspect as a result of the fieri facias continuing to go to Baton Rouge that maybe the money was not getting to Charlie Ward and/or that Charlie Ward maybe did not have the capacity to hold back these forfeitures . . . from going forward to Baton Rouge, and/or that he was not inclined to cooperate with us, and simply not knowing the reason for the fieri facias continuing to Baton Rouge, and wanting to obtain a little reassurance ourselves, it was determined that someone would make a trip

to New Orleans.

Davis said he was selected to come to New Orleans.

Q. Continue, sir.

A. So it was determined that I would come to New Orleans—and this might have even been at the suggestion of Milton Masinter now that I think back on it—whenever we voiced our fears that maybe Charlie Ward couldn't produce, and the fears as voiced to us . . . that maybe this money wasn't really going to Charlie Ward . . . that a meeting be set up with Charlie Ward, but that I was to avoid insofar as possible, and practically avoid completely, any reference to these monies but was to merely obtain from Charlie Ward assurances of his willingness to cooperate and that of the DA's office willingness to cooperate in deferring the forwarding of the fieri facias to Baton Rouge . . . When the definite arrangements were set up, it was to be—the meeting was to be held at a restaurant in Lakeview on W. Lakeview ave., I think—it was a seafood place—and I was to meet with Toronto and Masinter and Ward after a Tulane football game.

Q. In about what month was that?

A. It would have had to have been in September or October.

Q. 1968?

A. Yes. And as it turned out, Toronto showed . . . and Masinter . . . and Charlie Ward didn't show up.

Q. Now, did you have any conversation with Mr. Masinter and Mr. Toronto about the situation?

A. Yes. At that time, I can't recall why they said Ward didn't show up although it was certainly important. They looked for him till the last minute; they really didn't know why he didn't show up. I believe that was it. And they gave me reassurance that he was getting the money, that Charlie Ward was getting the money, you know.

Q. When you say "they" did Mr. Masinter specifically tell you that Charlie Ward was getting the money?

A. Yes.

Q. How about Mr. Toronto?

A. Yes.

Q. Both of them assured you?

A. Yes. It was Toronto that claimed to have set up the situation with Charlie Ward by virtue of his having been a former law partner of—

Q. Charlie Ward's?

A. Charles Ward's.

Q. Who was making delivery of the money?

A. Milton Masinter.

Kaskell then moved to the subject of why the payments by Davis stopped.

Q. What is the date of the last check?

A. Dec. 5, 1968.

Q. Why were payments stopped after that check?

A. Because . . . the money was not getting to the district attorney's office, or, if it were, that Charlie Ward did not have the influence to perform as promised by way of Masinter and Toronto's office, and the discussions back and forth simply resulted in Toronto and Masinter's saying, well, maybe we better just call the whole thing off.

Q. Was any effort made to see if Mr. Masinter was delivering the money to the DA's office?

A. Yes. On two occasions I asked my wife to simply have someone see where he (Masinter) went after he got the cash money . . . So she had a colored boy follow him on two occasions, on which occasions he would invariably go to use the pay telephone at the Esso Service Station on the corner of Maple and Broad and immediately thereafter go to the DA's office and enter it and he was followed no further beyond that point.

In William Stroud's affidavit, he identified himself as currently being president of Terra Management Corp., Miami, Fla., and former president of Century Surety Underwriters Inc.

He stated that Davis had recommended the hiring of Masinter as attorney because the amounts of bail bond forfeitures were mounting and Masinter was regarded as being "very effective" in this type of work.

Stroud also told how it was requested that Masinter be given \$2,000 a month in cash.

Q. Now, did Mr. Davis tell you for what purpose the \$2,000 was being transferred to Mr. Masinter, the specific purpose?

A. Just I got the impression that it was not all to go to the application of forfeitures and that certain of these monies would not be a matter of court record perhaps.

Q. Let me ask this, Mr. Stroud, is it fair to say that Davis gave you to understand that the entire \$2,000 was to be used for other than application to bond forfeitures?

A. Yes, sir, yes, sir.

Q. Now, did Mr. Davis give you to understand who was going to get that cash money from Mr. Masinter?

A. Well, it was inferred that this would be for certain treatments that would be given of these forfeitures by the responsible department.

Q. Did Mr. Davis mention specifically that Mr. Masinter was going to pay those monies over to Charles Ward of the DA's office?

A. Yes, this was the name that was indicated to me as the individual that he was working with.

Q. . . . The cash money that he (Masinter) was receiving of \$2,000 a month from Mrs. Davis was not being paid to him to compensate him for his regular service as an attorney, of taking care of these bail forfeiture matters?

A. No, sir, that was never our understanding.

Q. Well, let me ask you this: to try to put it in plain terms, did Hardy Davis make it plain to you that the \$2,000 per month was being used to bribe someone in the District Attorney's office?

A. Well, sir, it might be—that might be a strong term. It could probably end up the same way but these funds were to be tendered over and the exact consideration for them we may receive in cases that would be disposed of without payment.

Q. In other words, the \$2,000 was not being credited on bail bond forfeitures of Maryland National? Am I correct in that?

A. They wouldn't be exact payments was my understanding, yes, sir. In other words . . .

Q. Well, . . .

A. In other words, there would not be a specific amount paid on to the court on that specific one, yes, sir.

In her affidavit, Mrs. Doris Davis stated that her bosses were Stroud and Davis and that she is manager of the Bail Bonding Center, 540 S. Broad.

She explained she monthly gave Masinter \$2,500 in cash beyond usual legal fees for which she was reimbursed by Century Sureties.

Q. Why did you pay these sums to Mr. Masinter in cash?

A. I have no idea. I was told to give him the money and since I was told by my boss, I gave it to him.

Q. Who is your boss?

A. Mr. Stroud and Mr. Davis.

Q. Do you know what Mr. Masinter did with the \$2,500 payments in cash?

A. No, sir, I do not.

Q. Did you on any occasion ever have Mr. Masinter followed to see where he went when he left your office?

A. No, I did not.

Q. Would you have had occasion to see where Mr. Masinter went when he left your office?

A. Well, I could see if I had watched.

Q. Did you ever watch?

A. No, sir.

Kaskell, asked by the States-Item to comment on the case, declined, saying that the matter was in the courts and a statement by him would violate ethical canons.