

**INQUIRY CONCERNING A JUDGE
NO. 5**

DECEMBER 8, 1975

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BEFORE THE
STATE JUDICIAL QUALIFICATIONS COMMISSION

INQUIRY CONCERNING A JUDGE, NO. 5

DECEMBER 8, 1975

CHATHAM & ASSOCIATES
COURT REPORTERS
GUARANTY BANK PLAZA
MOBILE COUNTY, ALABAMA

ORIGINAL

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V. 18

1 MR. MITCHELL: May I proceed, Your
2 Honor?

3 THE MASTER: Well, Mr. Mitchell, we
4 recessed as I recall last Friday the 5th
5 and Judge Carrillo was then on the stand.
6 He is still on the stand and you had not
7 finished your direct examination. It is now
8 Monday, December the 8th and you are going
9 to continue your direct examination of Judge
10 Carrillo.

11 MR. MITCHELL: Yes, Your Honor.

12
13 - - - - -

14
15 O. P. CARRILLO,
16 being recalled as a witness, having been previously
17 sworn, testified as follows:

18 EXAMINATION CONTINUED

19
20 BY MR. MITCHELL:

21 Q Judge Carrillo, I hand you Exhibit 155 which
22 I believe was the last item before the break,
23 I believe, as was indicated by the recital of
24 the Master and of the record on Friday.
25

1 A Yes, sir.

2 Q I ask you first to identify it, as I believe a
3 check to you from Benavides Implement and Hard-
4 ware?

5 A Yes, sir.

6 Q And I believe it has a notation on it, "loan"?

7 A Yes, sir.

8 Q Now, in giving us the testimony Friday, I
9 believe you mentioned that that loan or that
10 arrangement arose out of an account payable to
11 you on account of a rental of a drilling rig, am
12 I correct?

13 A That is correct.

14 Q Now, the transcription mentions the figure of
15 two hundred dollars.

16 A Yes, sir.

17 Q Is that a correct recital?

18 A No, sir, it is supposed to be twelve hundred
19 dollars or one thousand two hundred dollars, which-
20 ever it is.

21 Q All right.

22 MR. MITCHELL: We would like to request
23 that be changed from two hundred dollars to
24 twelve hundred dollars.

25 Q All right, can you give us a brief recount of the

1 testimony so we may commence and ask you about
2 another item?

3 THE MASTER: Excuse me, let me interrupt.
4 You indicate that the transcript of the testi-
5 mony Friday said two hundred dollars and it
6 should state twelve hundred dollars?

7 MR. MITCHELL: Yes, Your Honor. Am I
8 correct?

9 THE MASTER: And it may have been an
10 error of the witness in saying two hundred
11 dollars when he meant twelve hundred dollars
12 or it may have been the error of taking
13 twelve hundred dollars and dictating two
14 hundred dollars but you do want it corrected.

15 MR. MITCHELL: Yes, Your Honor.

16 THE MASTER: May that be agreed upon,
17 Mr. Odam?

18 MR. ODAM: Yes, Your Honor.

19 THE MASTER: All right, go ahead.

20 MR. MITCHELL: Thank you, Judge Meyers.

21 Q (By Mr. Mitchell:) Now, Judge Carrillo, have
22 you given us a full account now of that loan
23 arrangement or loan agreement?

24 A Yes, sir.

25 Q All right, now again, I believe we have -- I hand

1 you E-158. I don't believe I asked you about
2 E-158, it is a check in the amount of two hundred
3 and sixty-seven dollars, am I correct?

4 A Yes, sir.

5 Q From Benavides Implement and Hardware to O. P.
6 Carrillo?

7 A Yes, sir.

8 Q All right, excuse me, on the reverse side it
9 is endorsed O. P. Carrillo also Cash Store, am
10 I reading that correctly?

11 A Yes, sir.

12 Q Abel Yzaguirre.

13 A Yes, sir.

14 Q Who is Abel Yzaguirre?

15 A He is the owner of the Cash Store.

16 Q And how long have you known that gentleman?

17 A All my life.

18 Q And is that his handwriting?

19 A Yes, sir, it is.

20 Q Now, there is no notation on the lower lefthand
21 corner of E-158, is that correct?

22 A That is right, sir.

23 Q I will ask you, Judge Carrillo, in the testimony
24 of Mr. Couling concerning E-158 if, in looking
25 at the item, your recollection is served, your

1 present recollection is served as the basis of
2 the transaction for giving you a check of two
3 hundred and sixty-seven dollars?

4 A Yes, sir.

5 O Tell the court please.

6 A Well, there are sixteen of us who had a hunting
7 lease and every year approximately a week or ten
8 days before the hunting season starts, which is
9 on approximately November 15th or the 16th, we
10 all get together and chip in enough money to
11 buy all of the groceries, all of the liquid
12 refreshments that we are taking out to the hunting
13 camp. Everything that has to go with the --
14 with the hunting and --

15 Q There is nothing sinister about those annual
16 get-togethers in there, Judge Carrillo?

17 A It was begun by our parents and we have carried
18 them on and now our next generation is now doing
19 what we would like to be doing today.

20 O All right. Now, I direct your attention specific-
21 ally to that check, what was the source of it?
22 Was it that -- is there something about it that
23 you now want to tell us about?

24 A Well, whoever is going out to buy the groceries,
25 and we would have a big truck and different ones

1 of us would have different chores, you know, to
2 attend to to make sure that we got the cook over
3 there in time and to be sure that all of the
4 dishes and hardware and what have you was over
5 there.

6 You can imagine sixteen of us, it is quite
7 a place, seeing that the electricity is connected
8 and that the butane is there and we buy all of
9 the groceries, so that they are not taken there
10 every day that we go and that people will be
11 duplicating what they were taking over there to
12 the hunting camp.

13 We make a pot and it runs approximately
14 three hundred dollars for each of us, these
15 groceries generally last the whole forty-five
16 days of the hunting season.

17 Q All right, and is that -- is it your testimony --
18 well, tell us specifically is that Mr. Couling's
19 share?

20 A That would have been for his share, I am sure.

21 Q All right.

22 A I am sure in different years you will find
23 checks of mine, too, -- made out to somebody
24 or to the Cash Store or to one of the other
25 people or other members of the party that would

1 get together and there would be an approximate
2 check of approximately three hundred dollars
3 which would be -- it would buy all of the groceries,
4 you know, mostly canned goods and we did have
5 freezers and everything over there. We would
6 buy whatever it was that we figured that we were
7 going to need and take it on down there.

8 I might state to be perfectly honest, I
9 remember one time when a cook took a look at
10 an old bus that we had going over there and it
11 was half filled with cases of beer and he took
12 one look at it and he said that he didn't want
13 any part of that party that is going on.

14 But this check is just for my share.



1 Q This is to you and you apparently endorsed it
2 to him and he delivered it to the grocery man?

3 A After all, the groceries had been selected, and
4 I went out and paid the different sales from
5 the different people.

6 Q Let me hand you E-152. I don't know whether I
7 have asked you about it. That is the same as
8 E-175, is that correct?

9 A Yes, sir.

10 Q That is a check in the amount of seven hundred
11 dollars dated September 2nd, 1971?

12 A Yes, sir.

13 Q And it is from the Benavides Implement and
14 Hardware to you?

15 A Yes.

16 Q And it appears -- Mr. Couling testified he wrote
17 legal fees in there; do you recall that
18 transaction?

19 A In so far as rent is concerned, Mr. Mitchell,
20 the rental equipment I have, both what I owned
21 individually and what is owned by my brother and
22 myself as a part of the Farm and Ranch Supply,
23 is rented through the store and I -- since the
24 store began, I have not had an active role with
25 the operation of the Farm and Ranch Supply.

1 Q On this particular transaction, do you recall the
2 purpose of the check?

3 A Well, if it says rent on truck, he must have
4 rented one of my trucks from the Farm and Ranch
5 Supply and paid me directly.

6 Q You are talking about Farm and Ranch Supply?

7 A Yes.

8 Q Okay. What is that?

9 A Farm and Ranch Supply is a store that is owned
10 jointly by my brother Ramiro and myself.

11 Q When did that store come into existence?

12 A Approximately 1962, I would say, around that. I
13 don't know the exact time.

14 Q Is it still in existence today?

15 A Yes.

16 Q Did -- who operates the store, who is the active
17 managing partner?

18 A The active managing partner would be Ramiro, but
19 the managing operator would be Cleofus Gonzalez.

20 Q When was he employed by you, do you know, Cleofus?

21 A He became a part of the store when it opened up
22 on the first day.

23 Q You heard Cleofus Gonzalez' testimony about you
24 and he having a difference of opinion two years
25 ago?

1 A Well, it has been more than that.

2 Q What was the Zertuche Farm and Ranch Store, how
3 was it connected?

4 A It was owned by the Zertuche family and it was at
5 least -- what used to be the O. P. Drug Section
6 of the Vilo Sales Building for the Zertuche
7 General Store.

8 Q Did you own any of the Zertuche Store?

9 A No, sir.

10 Q And it was reported on Arturo Zertuche's tax
11 return?

12 A Yes.

13 Q At the time the Farm and Ranch Store opened its
14 doors in 1962, did it do business with any and
15 all persons in and around the area of Benavides,
16 Texas?

17 A Yes, sir.

18 Q Was there any question of its doing business with
19 the county after you became county attorney of
20 Duval County?

21 A Yes, the question arose when my brother became
22 county commissioner.

23 Q When was that?

24 A 1967.

25 Q Okay. Go ahead.

1 A : We were not doing business with the school
2 district at the time, but we were doing business
3 with the county. The Zertuche General Store was
4 owned by Arturo Zertuche and the Zertuche family.
5 When my brother became county commissioner, we
6 went over to see Ed Lloyd.

7 Q Who was that?

8 A He had been the family attorney for years and
9 years.

10 Q Would that be in 1967?

11 A Yes.

12 Q What was the purpose of that visit?

13 A We went over there -- I was quite clear within
14 myself as to this and I wanted to make sure, so we
15 went to talk to Ed Lloyd about whether or not
16 there would be -- whether he thought there would
17 be anything wrong or advise us where there would
18 be anything illegal if we did business with the
19 Zertuche General Store or the school district or
20 the water district, or I don't think the water
21 district was in existence at that time; I don't
22 remember.

23 Q As a result of your discussions with him, what
24 steps were taken?

25 A Mr. Lloyd told us, if you deal directly with the

1 Zertuche General Store, there would not be
2 anything illegal as far as you selling to the
3 Zertuche Store and Zertuche selling to the county.

4 Q Did you all do business with the Zertuche General
5 Store?

6 A Yes, sir.

7 Q How long did that store continue?

8 A Until 1970.

9 Q December of 1970?

10 A Yes, sir.

11 Q All right, sir. Now, thereafter, Judge Carrillo,
12 did the Farm and Ranch Store continue to do
13 business with the governmental agencies in Duval
14 County -- strike that.

15 State whether or not the Farm and Ranch
16 Supply took over the business of the Zertuche
17 General Store after it went out of business?

18 A As far as I know, Farm and Ranch Supply has not
19 done any business directly with any governmental
20 agencies since my brother has been a commissioner.

21 Q And Benavides Implement and Hardware --

22 A Yes, sir.

23 Q It was doing business with the various agencies,
24 you knew that, did you not?

25 A I think -- my impression was, as I recall, they

1 were doing business with the county and the
2 school and several governmental agencies before
3 the Zertuche Store closed.

4 Q All right. That is correct.

5 Following December, 1970, do you know whether
6 or not the business of Farm and Ranch with, say
7 the Benavides Independent School District or
8 Duval County would be done through Benavides
9 Implement and Hardware?

10 A I didn't have anything to do with the running of
11 the business. I was busy with the duties of my
12 office and I didn't have anything to do with them.

13 Q Who would take in the checks in the Farm and
14 Ranch Supply on a daily basis?

15 A Cleofus Gonzalez.

16 Q Who made the bank deposits?

17 A Cleofus Gonzalez.

18 Q Who wrote the checks?

19 A Cleofus Gonzalez.

20 Q Who drew on the bank account?

21 A Cleofus Gonzalez. Cleofus Gonzalez ran the whole
22 show.

23 Q Who would draw the checks on the Zertuche Farm
24 and Ranch Store?

25 A The Zertuche family.

- 1 Q And those checks would be signed by whom?
- 2 A They would be signed by Arturo Zertuche.
- 3 Q Did you have anything to do with the Farm and
- 4 Ranch Store or the Zertuche Store or the benavides
- 5 Implement and Hardware?
- 6 A No, none whatsoever.
- 7 Q Now, Judge Carrillo, do you have a family accountant?
- 8 A Yes.
- 9 Q Who is that?
- 10 A O. D. Kirkland.
- 11 Q How long has he been your accountant?
- 12 A I don't recall the exact year when he became the
- 13 accountant, because the accountant for the family
- 14 was Mr. Benson and he took in Mr. Kirkland as a
- 15 partner some years back. After the death of
- 16 Mr. Benson, Kirkland continued to handle the
- 17 accounts.
- 18 Q That would be sometime in the sixties?
- 19 A Yes.
- 20 Q And would run to date?
- 21 A Yes, sir.
- 22 Q And he has executed your tax returns for you from
- 23 that period of time to date?
- 24 A Yes, sir.
- 25 Q And for your brother Ramiro?

1 A Yes, sir.

2 Q And the partnership, Farm and Ranch Supply?

3 A Yes, sir.

4 Q And the Zertuche General Store?

5 A Yes, sir.

6 Q Now, -- strike that fragmentary question.

7 Let me go back.

8 Now, looking at E-152, the recital on the
9 truck --

10 THE MASTER: You mean rental on the
11 truck? You said recital.

12 Q I mean which contains a recital, rental on truck.

13 A Yes.

14 Q Now, the rent on the trucks, let me ask you, in
15 the face of that background, is it your testimony
16 that recital relates to a truck rented by
17 Benavides Implement and Hardware which belonged
18 to you or to one of the agencies?

19 A If it came to me, it had to be part of my own
20 personal equipment that was on the site of the
21 Farm and Ranch Supply for rental. If it belonged
22 to the partnership of my brother and myself, it
23 would go to the Farm and Ranch. I have -- I
24 would say -- I know today, I have, and I don't
25 know how many I had at that time, but I have

1 approximately fifteen trucks for the purpose of
2 rental and what have you today.

3 Q Water and dump trucks as well, is that correct?

4 A Yes, and everything else.

5 Q And was it usual and customary that the Benavides
6 Implement and Hardware would rent your trucks to
7 anybody that wanted them for a fee?

8 A Yes, anybody that wanted them. It was a business.
9 It was a business introduced to us by the oil
10 people when they first moved into the area in
11 1938 or 1939, when they had well servicing outfits
12 and crews, and they would come in and hire
13 people and you would have people available and a
14 certain company would need men or a truck or
15 whatever and we would lease it to them.

16 Q The equipment in the Farm and Ranch, that is the
17 equipment on the tax returns that is filed by
18 Mr. Kirkland?

19 A Yes, sir, and our personal, or Farm and Ranch
20 Supply.

21 Q And the equipment you have told the Court about
22 would be on your individual 1040 return?

23 A Yes.

24 Q Did you report any of the Zertuche General Store
25 income on your personal income tax?

1 A No, sir.

2 Q You did carry over, however, the income from the
3 Farm and Ranch?

4 A Yes, sir, I did.

5 Q To your personal income?

6 A Yes, sir, and also the trust.

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1 Q So, the Ramiro Carrillo gross tax return was
2 an information return which was locked into your
3 personal return?

4 A That's right.

5 Q And the Farm and Ranch return, which is a 1065
6 return, that also is an information return that
7 is locked into your return?

8 A That's right.

9 Q The Zertuche Store was an independent agency
10 of which you had an ownership and was a schedule C
11 return on the Arturo Zertuche return, is that
12 correct?

13 A That's correct.

14 Q All right now, Judge Carrillo, let me ask you
15 about some of these other items, please, sir.
16 This might be slightly repetitive and I want to
17 be sure.

18 Now, that E-153 recital on that check is
19 rent. Was there any rental -- first of all, did
20 you rent any real property to Mr. Couling?

21 A No, sir.

22 Q In Benavides?

23 A No, sir.

24 Q Do you have any independent recollection of what
25 piece of equipment, et cetera, that E-153 went to?

1 A No, sir.

2 Q Let me ask you, are you quite sure that 306 was
3 picked up on your tax return as rental income?

4 A Oh, everything -- all of my checks are sent in
5 for deposit and they are deposited in the bank
6 and they are picked up by the accountant.

7 Q All right. Now, looking again at E-154, Judge
8 Carrillo, it appears that is a check for nine
9 ninety-five.

10 A Yes, sir.

11 Q November 15th, 1971?

12 A Yes, sir.

13 Q Can you -- and it has no recital on it and I
14 will ask you if you can -- if it serves your
15 present recollection, tell us, please, what that
16 was for, if you can recall?

17 A No, sir, I don't have the slightest idea. As
18 I say, there is -- it had to be for some of the
19 rented equipment that I had unless it is part
20 payment for the pickup that I sold Mr. Couling.

21 Q All right. It is the same as Exhibit Number 82
22 for the record, which is a xerox copy, am I
23 correct, Judge Carrillo? I think we made that
24 comparison.

25 A Yes, sir, I think it is. I don't have that with

1 me.

2 Q Here, let me hand it to you.

3 A All right.

4 Q Let me hand you Exhibit 82.

5 A Yes, sir, E-82 and E-154 are one and the same.

6 Q Is E-154 part of a ripoff arrangement that you
7 and Mr. Couling had to create false invoices for
8 Duval County, Judge Carrillo?

9 A No, sir, I never had any kind of a ripoff agree-
10 ment with anyone.

11 O Judge Carrillo, do you know what E-151 relates
12 to? It is now another one of those items that
13 does not have a recital on it and I understand I
14 am calling for you to go back to 1971. Do you
15 have any recollection of what it is?

16 A No, sir, except like I say, that when my equipment
17 was rented -- and I didn't do the actual renting
18 myself, because I wasn't there.

19 I mean, they -- I don't -- at that time I
20 trusted these people, both Mr. Couling and Mr.
21 Gonzalez to the end of the world.

22 Q You have heard the arrangement that the testimony
23 indicates that Cleofus Gonzalez would originate
24 those Benavides Implement and Hardware vouchers?

25 A Yes, sir.

1 Q Do you recall that?

2 A Yes, sir.

3 Q Upon which there would be issued a statement
4 and then a submission made to the county and you
5 have seen those claim jackets, have you not?

6 A Yes, sir.

7 O Let me hand them to you, let me hand you --

8 A I might state -- say that what intrigues me,
9 see, I have been surprised twice, both in the
10 federal court and in this court.

11 In the federal court I was surprised to hear
12 that Mr. Couling had invoices belonging to
13 Zertuche General Store which Mr. Cleofus Gonzalez
14 was the only individual that handled them.

15 Q Yes, sir.

16 A And they ended up in the hands of Mr. Couling.

17 Q Yes, sir.

18 A I was surprised over here to find out that invoices
19 of Mr. Couling's store were in the hands of Mr.
20 Cleofus Gonzalez over at our store, of which my
21 brother and myself had no knowledge of.

22 O All right, how about --

23 A And it seems very clear to me that there is some
24 kind of a deal was going on between Cleofus
25 Gonzalez and Mr. Couling because one evening Mr.

1 Cleofus Gonzalez closes the doors at our business
2 store and the next morning he opens the doors at
3 Mr. Couling's store and just leaves completely
4 and without any notice and takes off.

5 Q Judge Carrillo, you recall the summary schedules
6 that were introduced into evidence as to the
7 business done by Benavides Implement and Hard-
8 ware with the water district and Benavides Inde-
9 pendent School District and Duval County? I
10 think it is some three hundred and sixty-eight
11 thousand dollars total business.

12 Did you have any part -- first of all,
13 in creating those claims, any or all of them?

14 A No, sir, like I say, I spent very little time at
15 the -- I owned the building a hundred per cent,
16 the building is completely mine.

17 Q What building now?

18 A The Farm and Ranch Supply building.

19 Q All right.

20 A The business is in partnership with my brother
21 which was run by Cleofus Gonzalez at the time,
22 but I was -- I was very seldom there during the
23 time that I was a county attorney.

24 Then, after I became a district judge, I
25 almost never showed up at the place at all.

1 Q Did you write any checks, say, taking when you
2 became judge the first time, any checks or any
3 controls over any of those accounts, that is the
4 Farm and Ranch account or the Benavides Implement
5 and Hardware account or the Vertuche General
6 Store account or any of those?

7 A I don't believe I was even authorized to write
8 checks on the Farm and Ranch account. I might
9 be, I don't recall any.

10 I don't recall signing a signature card and
11 I don't believe that I ever signed any checks on
12 any account except my own account.

13 Q All right. Now, I'm going to show you -- the
14 series E-96 -- E-95, I'm sorry, through and includ-
15 ing E-139, which appeared to be claim jackets,
16 vouchers or checks from the county, Judge Carrillo,
17 and I will ask you to examine them.

18 (Handed to the witness.)

19
20 A Yes, sir, I have studied those once.

21 Q I have asked you prior to the time you took the
22 stand this morning?

23 A Yes, sir, I have looked at them.

24 Q Now, first of all, the testimony of Mr. Couling
25 was that those items, that is the checks, the

1 claims, et cetera, the vouchers that were attached,
2 that is the Benavides -- looking now at E-98,
3 that is Benavides Implement and Hardware?

4 A Yes, sir.

5 Q I'm not going to go through all of them, Judge
6 Carrillo, let's take E-98, it appears to be a
7 voucher on the printed Benavides Implement and
8 Hardware Company, am I correct?

9 A Yes, sir.

10 Q Which is Mr. Couling's business?

11 A Yes, sir.

12 Q Now this is February of 1973. Did you have any
13 knowledge of E-98?

14 A No, sir.

15 Q Did you have anything to do whatsoever with the
16 generating of E-98 either through your brother
17 Ramiro or through Rudolfo Couling or through
18 Cleofus Gonzalez or through Zertuche or through
19 anybody?

20 A No, sir.

21 Q Did you know of it's existence?

22 A No, sir.

23 Q I'll ask you, did you share in the -- did you
24 know anything about this B-453, the check being
25 A-100 in the amount of a thousand fifty-one

1 dollars?

2 A E-100, I think you said A-100.

3 Q No, this one, Judge Carrillo, D-453 is the claim
4 number.

5 A Yes, sir, which is E-100.

6 Q Yes, which is E-100, thank you, I'm sorry. Did
7 you have any knowledge of that thousand and fifty-
8 one dollars?

9 A No, sir.

10 Q It appears to have been deposited in the Benavides
11 Implement and Hardware account, am I correct?

12 A Yes, sir.

13 Q Now, I think you have -- I have asked you but
14 did you have anything to do with Benavides Imple-
15 ment and Hardware?

16 A None whatsoever. I never had anything to do with
17 it.

18 Q You recall Mr. Coaling's testimony that he reported
19 that all through those years, even after May of
20 71, as a sole proprietorship owned by him, is
21 that correct?

22 A Yes, sir.

23 Q Do you recall that?

24 A Yes, sir.

25 Q Even though he testified he was some character of

1 partnership agreement between him and your brother
2 Ramiro in May -- I think he changed his testimony
3 and went to April, May or June or 71, do you
4 recall that testimony?

5 A Yes, sir.

6 Q You certainly had no cause to report any income
7 from Benavides Implement and Hardware, did you,
8 Judge Carrillo?

9 A I have never had anything to do with Benavides
10 Implement and Hardware Company.

11 Q For the record, where is the building that that
12 business is situated in?

13 A That is on the north side of the railroad track
14 in the center of Benavides, approximately half
15 way between the Farm and Ranch Supply and Vaello
16 Sales Company.

17 Q Is it separate and apart from the premises known
18 as the Farm and Ranch?

19 A Yes, sir.

20 Q And are those two in turn separate and apart
21 from the building known as the Vaello sales build-
22 ing?

23 A Yes, sir.

24 Q And the Vaello sales building, I believe you
25 testified earlier was where the Zertuche Store

1 commenced it's operations?

2 A Yes, sir.

3 Q And your testimony is -- let me ask you this,
4 I want to get to this in a minute, but aside from
5 that root plow order, do you recall that?

6 A Yes, sir.

7 Q That is documented?

8 A Yes, sir.

9 Q Is there any inter-connection in terms of Benavides
10 Implement and Hardware by you, was there any from,
11 say, January 1st of 71, Judge Carrillo, to date?

12 A No, sir.

13 Q Judge Carrillo, I think I have covered this --
14 the -- but to be sure that the record is abun-
15 dantly clear, the political --

16 MR. MITCHELL: Strike that and let me
17 go off the record. I just want to be sure
18 that the record is complete and I don't
19 want to burden it, Judge Meyers. I think
20 I had better --

21 Q Let me direct a few questions to the political
22 makeup of the county.

23 The county is like any other county, I
24 suppose, you have commissioners that run for
25 commissioners?

1 A Yes, sir.

2 Q The county is divided into precincts like they
3 are in any other county?

4 A Yes, sir.

5 Q And each precinct, a man runs for the commissioners
6 court, am I correct?

7 A In each commissioner's precinct, yes, sir.

8 Q In each commissioner's precinct?

9 A Yes, sir.

10 Q And how many have you got there?

11 A Four, just the same as any other county in the
12 state of Texas.

13 Q And those are -- those races occur how often?

14 A They alternate, the commissioners 1 and 3 run
15 together, for example, they will be running this
16 coming year and then commissioners 2 and 4 will
17 run together. They alternate, they don't all
18 run at the same time.

19 Q All right, do they --

20 A Every four years.

21 Q I'm sorry, were you finished?

22 A Yes, sir.

23 Q Are those generally contested races?

24 A Sometimes they are.

25 Q And the commissioners court is presided over by

1 the county judge?

2 A Yes, sir.

3 Q And he runs like he does in any other county, am
4 I correct?

5 A Yes, sir.

6 Q And that judge was whom up until this year?

7 A Archer Parr and Mr. Dan Tobin and now we have
8 another gentleman.

9 Q How about the Benavides Independent School Dis-
10 trict, is that elected just like it is -- they
11 are elected, seven school members and they run
12 three at a time, then two and then two, they
13 run every three years.

14 O Up to 1974, Judge Carrillo --

15 MR. MITCHELL: Strike that.

16 Q Now, let me direct your attention --

17 MR. MITCHELL: Now, Your Honor, I
18 am going to move and focus on the item
19 nineteen thousand one hundred and twenty-
20 two dollars and forty-five cents in Roman XII,
21 although I don't think I have ever come up
22 with the figure nineteen thousand. It is,
23 I suppose, represented by the bulldozer
24 transaction.

25 Q Yes, sir, now, you have heard the testimony on

1 the bulldozer, have you not, Judge Carrillo?

2 A Yes, sir.

3 Q All right, let me ask you some questions about it.

4
5 (Discussion off the record.)

6 Q All right, Judge Carrillo, you have there in
7 front of you a contract which has been identified
8 as Exhibit E-160?

9 A Yes, sir.

10 Q Between Plains Machinery and Benavides Implement
11 and Hardware?

12 A That's correct, sir.

13 Q You have that in front of you?

14 A Yes, sir.

15 Q It indicates that Benavides Implement and Hard-
16 ware by R. M. Couling as owner and Plains
17 Machinery Company by some gentleman there as
18 president, entered into an agreement dated
19 December 14th, 1972, to sell two Caterpillar
20 tractors to Benavides Implement and Hardware?

21 A Yes, sir.

22 Q Were you a party to that agreement at all, do
23 you recall?

24 A In a way, yes, sir.

25 Q Well, tell the Court please.

1 A Well, this is --

2 Q Give us the background, Judge Carrillo.

3 A The background is I was going to clear some
4 land and I talked to a salesman from the Caterpillar
5 company, I mean from the Plains Machinery.

6 Now, they had two bulldozers there for sale
7 and I talked to them about buying one bulldozer
8 which I needed and they quoted me a price, and
9 I forget what the price was.

10 I had decided to go ahead and enter into
11 a rental purchase agreement with Plains Machinery
12 for one bulldozer.

13 Q Did you talk to anyone about that decision?

14 A Then Mr. Couling, who was a good friend of mine,
15 also intended to do some clearing on his land
16 and he thought about buying the second bulldozer.
17 Then we thought perhaps both bulldozers could be
18 bought under the same agreement and we could save
19 some money by buying two instead of one, which we
20 did.

21 The sale price came down approximately two
22 thousand or twenty-five hundred dollars on each
23 bulldozer by taking both of them instead of just
24 one of them.

25 The idea was that when I used my bulldozer,

1 I would pay the rental on them and when he used
2 the bulldozer he would pay the rental on them,
3 whoever was using the bulldozer would pay the
4 maintenance on it and that was the original con-
5 cept of entering into the purchase of this bull-
6 dozer.

7 Q All right, did you have a comment -- you indi-
8 cated you had some conversation and discussion
9 with him sometime prior to the entry of that
10 contract E-160?

11 A Yes, sir.

12 Q All right, now, what -- give us please the results
13 of that -- is that what finally ended up in 1960
14 or was that agreement changed?

15 A That was the agreement that was entered into that
16 is now E-160.

17 Q All right, now, tell the Court please, did you
18 then take one of the bulldozers and rent it to
19 him?

20 A No, when we first got started, I started using
21 both of them and to pay the rent on both of
22 them now shortly thereafter.

23 Q Now, let me interrupt, when you first got --
24 that would be in 1974, the contract there I
25 believe -- look at it, isn't that dated --

1 A No.

2 Q I mean 73, I'm sorry.

3 A This is January of 73. What happened, Mr.
4 Mitchell, was that I had already entered into an
5 agreement to buy one bulldozer.

6 Q All right.

7 A In December of 72 and then we changed it and
8 put both of them in one package deal a month
9 later, that is why you will notice that in the --
10 also the contracts for the delivery of the --
11 of the root plows, there is also a time lapse
12 between them because there was one bulldozer that
13 was bought first and then a second one rather,
14 you know, agreed upon the second one in two or
15 three weeks later.

16 Q All right, now did you enter into an agreement
17 with Bensvides Implement and Hardware to rent
18 one or both of the bulldozers?

19 A The agreement was that when I used them, we would
20 out both of them to work together with the
21 operators and the equipment, because there is
22 a lot to go with -- you don't just operate a
23 bulldozer, you have to get the operators, you
24 have to get the greasing equipment, you have to
25 get the trucks, the tools, the maintenance. It

1 is a big operation, it is not just a fly-by-night
2 operation.

3 Q All right, let me ask you this, you did employ
4 on your own personal account operators?

5 A Yes, sir.

6 Q And you did secure on your own personal account
7 the ancillary or auxiliary equipment to operate
8 it?

9 A I had to go out and buy mostly -- mostly there
10 is a lot of greasing -- grease pumps and what
11 have you and I'm not talking about little grease
12 pumps, big air compressor type to put into these
13 things.

14

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1 Q So the answer to the question is yes?

2 A Everything to make a complete working operation.

3 Q And you did that on your own personal account?

4 A I did.

5 Q And the record speaks to checks given by you to
6 Benavides Implement and Hardware for 1974 rental?

7 A When I used the bulldozers, I paid the rental and
8 kept up with the maintenance. When Mr. Couling
9 used them, he would pay the rental and kept up
10 the maintenance.

11 Q You paid them in excess of twenty thousand
12 dollars?

13 A At least. What happened was this. Shortly
14 after I started clearing this brush, George Parr
15 came to me and said he wanted to use one of the
16 bulldozers. I explained to him the agreement we
17 had and they were on a rental-purchase basis and
18 that Mr. Couling was the one handling the
19 financial part of it and that I paid Mr. Couling
20 the rental part of it. He said, I will talk to
21 Mr. Couling, but he said, would you have any
22 objection if I used one of them and Mr. Parr was
23 a forceful man. He dominated anyone he talked to
24 or anything, so I said go ahead and use them.

25 Q Did he use one or two of them?

1 A He came and took one bulldozer.

2 Q When was that?

3 A Shortly after we bought them. He took the
4 maintenance operator with him, because I insisted
5 that the bulldozer operator went with it because
6 of the maintenance on the bulldozer. All repair
7 jobs are expensive and unless you have a man to
8 take care of it, you run into a great deal of
9 expense.

10 Q When did Mr. Parr take delivery of one of the
11 bulldozers, do you recall?

12 A We had just got started. It was, I would say,
13 maybe a couple of months or shortly thereafter.
14 They came back for about -- he brought it back
15 for about three or four months, I guess, and then
16 took it again.

17 Q Are we talking about 1973?

18 A Yes.

19 Q Now, do you know the arrangements Mr. Parr had
20 with Mr. Couling as to that dozer he took and
21 used?

22 A He told me he would pay the rental on his share
23 of that rental.

24 Q The checks you gave Benavides Implement and
25 Hardware, what were they for?

1 A I kept one bulldozer and one went to Mr. Parr
2 and he told me he was paying the rental, however,
3 I kept hollering about the fact that no rental
4 had been paid on it. Mr. Parr told me it had
5 been, but I questioned Mr. Couling on several
6 occasions about it and he said he was not being
7 paid rent by Mr. Parr.

8 Q There has been testimony that at the time of
9 George Parr's death, both dozers were on his
10 ranch.

11 A Yes, what happened was, after I kept making these
12 payments, as evidenced by the fact that I paid
13 twenty thousand dollars to Benavides Implement
14 and Hardware for the use of one, which was more
15 than half of the rental on both dozers, I kept
16 complaining and finally a letter was received
17 where Plains Machinery was getting ready to
18 repossess, as a matter of fact, they wanted to
19 find out the location of the bulldozers to pick
20 them up.

21 Q Did you have an interest in them?

22 A I had twenty thousand of a thirty-five thousand
23 dollar contract involved, and when they came up
24 and said they were four months in arrears and
25 they were going to repossess them, then I came to

1 Corpus Christi and talked to Mr. Red Kurtz and
2 I told him I wanted to buy the -- well, one thing,
3 I had almost in a sense made myself responsible.

4 Plains Machinery and B. D. Holt Company knew
5 who I was and my financial status and knew I
6 would stand responsible for the payment of this
7 equipment. I came over to Mr. Kurtz and I wanted
8 to know what was going on and he showed me where
9 it was delinquent for six thousand dollars. There
10 was a check that had been paid to Plains
11 Machinery, which had been returned, so I asked
12 Mr. Kurtz if I could buy the contract instead of
13 them repossessing, because they were on a rental-
14 purchase agreement. They were going to pick them
15 up.

16 Q You mean Plains told you they were theirs?

17 A They were, because they are on a lease-purchase
18 agreement. I believe there is a check in the mail
19 this week, which is the final payment, and it is
20 a rental purchase contract and the title remains
21 with Plains Machinery. I talked with Mr. Kurtz
22 and I told him my situation and I told him the
23 dozers had been used over at the Parr Ranch and
24 I had paid my share of it and I wanted to keep
25 them.

1 He told me he could not continue to do
2 business with Benavides Implement and Hardware or
3 Mr. Couling and I said I will buy the contract,
4 so I gave him a check for six thousand dollars
5 and told him that if the three thousand dollar
6 check was made good, that I was buying the contract
7 for the balance due on them.

8 We entered into a new contract and agreement
9 and I wrote him a check for six thousand dollars
10 and made the payments on them. Then shortly
11 after that, after I did this, George Parr goes
12 after the bulldozers again. He needs them again.
13 He wanted to clean and clear several acres to
14 plant some grain. At that time I told him I
15 don't know what kind of deal you had with
16 Mr. Couling, but I have bought the contract and
17 I am on the rental-purchase end of this thing and
18 I am making the rental payments myself and I
19 said I took a whipping in that first part of this
20 deal and he said well, I paid Couling the rental
21 on that one bulldozer I had and he said -- but
22 now I need both of them, because I need to get
23 through with this in a hurry. He said when I
24 get through in March or April, clearing my fields,
25 I will send you all of the bulldozers and I said

1 no, I needed to get mine back, because I knew the
2 equipment he had was county equipment.

3 I said I need to get mine back and you pay
4 the rental and he said fine. Then he came to me
5 with the idea that the county would pay me the
6 rental on the bulldozers he was using. I said
7 no, sir, if that is the case, I will pay the
8 rental myself, but I would like to get my
9 bulldozers back immediately.

10 Q Did you do that, as a matter of fact?

11 A Well, shortly thereafter, the situation got into
12 a bad situation between Mr. Parr and myself and we
13 had a terrible disagreement. He started chasing
14 me all over the county with a gun and finally
15 committed suicide.

16 Q Were the dozers ever redelivered?

17 A One of them was. The other was totally burned
18 and ruined and it cost me six or seven thousand
19 dollars to repair it and the parts were three
20 thousand dollars themselves.

21 Q You continued to pay that account, which was, I
22 believe now has been superceded?

23 A Yes, I did, because I had too much money invested
24 in them.

25 Q And I believe you testified now that has been paid

1 off?

2 A The last payment was twelve hundred dollars and
3 either a check has been issued through my office
4 or is being issued this week to completely
5 finalize the rental contract on that.

6 Q Now, the record reflects some twenty thousand
7 dollars you paid in rental, is that correct?

8 MR. ODAM: I am sorry. I asked co-counsel
9 a minute ago, but I am not sure where the
10 twenty thousand dollar figure comes from.

11 MR. MITCHELL: Well, the checks payable
12 to Benavides Implement and Hardware.

13 THE WITNESS: They are labeled rental
14 on bulldozers.

15 Q (By Mr. Mitchell) Judge, I hand you R-52. That
16 is the six thousand that you paid at the time
17 you --

18 A Yes, this is a check paid to Plains Machinery
19 after we entered into the second contract.

20 Q Let's see if I can find some of those other
21 rentals. R-54 is for two thousand five hundred
22 forty-nine dollars, that is a payment on Plains
23 Machinery?

24 A Yes, that is on the contract after I took it over.
25 The ones going to Mr. Couling were paid to

1 Benavides Implement and Hardware.

2 Q R-51, 52, 53 and 54 are payments you made to
3 Plains after R-50 was entered into?

4 A Yes, sir.

5 Q Now, this is the 58 series. Let me hand you now,
6 for the purpose of looking at the 58 series, those
7 are checks dated in 1973 payable to Benavides
8 Implement and Hardware?

9 A Yes, sir.

10 Q And all but one, and that is the series 58-1,
11 2, 3, 4 and 5, right up through 11, is that
12 correct?

13 A Yes, sir.

14 Q What do those checks represent?

15 A It is rental, with the exception of one. It says
16 pear burners. I don't remember buying pear
17 burners from them.

18 Q That is Mr. Couling's handwriting, is it not?

19 A Yes, sir.

20 Q At any rate, on R-58-1, 2, 3, 4 --

21 A 5, 6, 7, 8, 9 and 11.

22 Q That is right. Tell us what those represent.

23 A Those are checks made payable to Benavides
24 Implement and Hardware as my share of the rental
25 on the Caterpillar in question.

1 Q Judge Carrillo, R-51, 2, 3, and 4, are additional
2 sums you paid after you took the contract over
3 on R-50?

4 A Yes, plus some more.

5 Q Did I ask you to make a calculation on how much
6 money you paid in the form of rental?

7 A Yes, sir. Maybe we ought to add them up right
8 now.

9 Q Would it be twenty-five or thirty thousand dollars?

10 A To Benavides Implement and Hardware, I think it
11 comes out at approximately twenty thousand dollars,
12 just about. I have the originals. There might
13 be one missing here that we found later, but it
14 comes up to approximately twenty thousand dollars.

15 Q That does not include R-51, 2, 3 and 4, does it?

16 A After I paid Benavides Implement and Hardware
17 this money, then I went and assumed the contract
18 and paid that.

19 Q Are you telling this Court those funds came out
20 of your own personal account?

21 A Yes, sir.

22 Q Did you have an arrangement with Couling or Parr
23 or anybody to get these monies paid to you by the
24 county?

25 A No, sir.

1 Q Do you recall the deposit slips reflected the
2 58-1 through and including 11 series were
3 deposited in the Rio Grande City bank?

4 A Yes.

5 Q I believe some other deposits were made in that
6 account from the county?

7 A Yes, sir.

8 Q Do you know what arrangements Mr. Parr made with
9 Mr. Couling to pay the rental for the other dozer
10 Mr. Parr was using?

11 A When he came over to make the payment on them
12 this last time, just before he died, when he told
13 me he was going to use the same arrangement with
14 me he did with Couling, and have the county pay
15 the rental to Plains Machinery, I said no, sir,
16 I would not have that.

17 Q You don't know what his arrangement was then?

18 A From the arrangements he tried to make with me,
19 I think it was the arrangement he had with
20 Mr. Couling, but I can't say that for sure.

21 Q Now, the series of exhibits for the deposit slips,
22 they reflect a deposit of your checks, do you
23 recall that?

24 A Yes, sir, I am trying to figure out whether we
25 have all of the checks here. That is the reason

1 I wanted to add them up. If they come to twenty
2 thousand dollars, they are either there or I have
3 them in my briefcase.

4 Q Well, your best recollection would be that is
5 something there around twenty thousand?

6 A Yes.

7 Q And in addition, the payment made to Plains?

8 A Yes.

9 Q Plus the payments you have made this year?

10 A Yes, sir.

11 Q Now, the record reflects, if my recollection is
12 correct, those checks payable to Benavides
13 Implement and Hardware were deposited to
14 Mr. Couling's account, do you recall that?

15 A Well, I handed him my check for my share of the
16 rental on the bulldozers. I don't know what
17 account he put them in. He testified that I told
18 him to open up an account in the Rio Grande City
19 bank, but I told all my friends to open accounts
20 at the bank, because I am a stockholder in that
21 bank. I don't deny that.

22 Q Was there any sinister motive about that or were
23 you promoting your bank?

24 A I was promoting the bank and I will today if
25 anyone wants to open an account.

1 Q There were deposits in that account that exceeded
2 three thousand or thirty-five hundred dollars
3 and that is made up by your checks and the county
4 checks?

5 A Yes.

6 Q And the county checks were payable to Benavides
7 Implement and Hardware?

8 A Yes, sir.

9 Q And they were endorsed and deposited in that
10 account and they were the checks written from the
11 Benavides Implement and Hardware to the Plains
12 Machinery and those exhibits -- do you recall
13 those?

14 A Yes, sir. I might state, if I had gone directly
15 on my own to deal with Plains Machinery, without
16 having agreed to this in a sense, to accommodate
17 Mr. Couling so he could get a bulldozer, also,
18 I would have come out better with the payments
19 I have made.

20 Q You have done business with Plains Machinery for
21 many, many years, have you not?

22 A Yes, sir.

23 Q And you have bought many, many things from that
24 store?

25 A Yes, sir.

1 Q And you didn't need Mr. Couling to front for you,
2 did you?

3 A No, I could go in right now and buy anything I
4 wanted, probably, without a down payment, I
5 imagine.

6 Q Was there any dealing that you had with
7 Mr. Couling about the title, that you would own
8 them both or all? The written contract reflects
9 it as a lease agreement.

10 A Yes, sir.

11 Q Was there a kind of buy-back deal or kind of
12 secret arrangement?

13 A No, it was something we talked about as friends.
14 If they were worth anything at the end, we would
15 dispose of them.

16 Q The evidence reflects in January and through
17 April of 1974, there was some difficulty with
18 that account, do you recall that?

19 A Yes, sir, could I have those checks again?

20 Q Are you referring to your checks, too?

21 A Yes, sir, because as I understood, Plains
22 Machinery, they did -- they had not received any
23 payments from December, January and February
24 from Benavides Implement and Hardware. They were
25 three or four months in arrears. I had paid

1 Mr. Couling in January, 1974, three thousand
2 five hundred fifty dollars. The money had not
3 been turned over to Plains Machinery.

4 Q That is R-58-9 that you have there?

5 A Yes.

6 Q And that is your check to Benavides Implement
7 and Hardware for three thousand five hundred
8 fifty dollars rent for -- what does that say?

9 A December and January.

10 Q Okay.

11 A Then I came over to Plains Machinery and I found
12 out these months were in default. I had already
13 paid that money before that.

14 Q You recall Mr. Couling's testimony as regards
15 E-150, do you not?

16 A Yes.

17 Q When you talked to Plains Machinery in 1974,
18 Judge Carrillo, they told you the account was in
19 default at that time. Did you contact Mr. Couling
20 on that?

21 A Yes, sir.

22 Q He did cash your check and take your money for
23 the rental, did he not?

24 A Yes, sir.

25 Q What type of terrible disagreement did you have

1 with George Parr?

2 A The terrible disagreement was the D.A. filed
3 proceedings against some school board members
4 and his nephew, the county judge, and I proceeded
5 to remove them and I was stopped on the highway --
6 well, I was in Rio Grande City and the district
7 attorney advised me he was going to file these
8 removal proceedings.

9 Q This testimony is set out also in Arnulfo Guerra's
10 testimony, is that correct?

11 A Yes.

12 Q When was this, do you recall what year?

13 A '75, March, 1975.

14 MR. ODAM: We would object to this
15 line of questioning as to this man's
16 relationship to George Parr. I don't see
17 the relevancy with the removal petition as
18 to this Roman Numeral, because this is going
19 to the dozers and --

20 THE MASTER: Mr. Odam, there has been
21 an effort to impeach or discredit
22 Mr. Gonzalez and Mr. Couling on the grounds
23 they are members of one political faction
24 and Judge Carrillo another and I think on the
25 credibility issue this would be relevant.

1 MR. MITCHELL: One other point, and
2 that is, George Parr, in 1975, lost his
3 cloud and he could not generate the money
4 to pay for those bulldozers and that is the
5 reason --

6 MR. ODAM: That is speculation.

7 MR. MITCHELL: No, it is not.

8 Well, the record reflects there was a
9 default in 1974 of the Benavides Implement
10 and Hardware account.

11 THE MASTER: Correct.

12 MR. MITCHELL: And the evidence reflects
13 that the judge paid his payments, but there
14 were no payments forthcoming from the other
15 dozer and that is because at the time Parr
16 had his problem with the I.R.S. and --

17 THE MASTER: Well, in any event, the
18 objection is overruled. You may continue.

19 MR. MITCHELL: Thank you, Judge.

20 Q (By Mr. Mitchell) Judge Carrillo, it has been
21 previously testified there were petitions to
22 remove the trustees of the Benavides Independent
23 School District.

24 A Yes, sir.

25 Q You are familiar with the removal statutes,

1 being from Duval County, you have seen them
2 worked hard, have you not?

3 A I am familiar with them.

4 Q Does the judge have anything to do with the
5 pleadings of those?

6 A No, sir.

7 Q Who does that?

8 A The district attorney or the county attorney.

9 Q The statute has a well defined procedure, does it
10 not?

11 A Yes, sir.

12 Q Were you in a conspiracy with or have an
13 agreement with any of the enforcement agencies as
14 to the removal of anybody from office in the first
15 part of this year or last year?

16 A No, like I say, there was talk for about a week
17 or so before that that the district attorney was
18 going to file the removal proceedings. He did not
19 advise me personally until one day when I was in
20 Rio Grande City and he had the petitions for the
21 school trustees removal with him.

22 Q What is the significance of the petition and
23 school trustees; how does that relate to George
24 Parr?

25 A It is an application for the temporary suspension

1 from office for a public official pending a
2 hearing on the merits of the case.

3 Q I will ask you this: The trustees of the
4 independent school district, they do employ the
5 tax assessor for that school district?

6 A Yes, sir.

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1 Q Now, the tax assessor-collector of that district
2 was whom?

3 A Rudolfo Couling.

4 Q And the members of that Benavides Independent
5 School District, were they Parr people?

6 A Yes, sir, they were.

7 Q All right, and prior to, say, January 1st of
8 74, was there any split between the Carrillos and
9 the Parr people?

10 A There was.

11 Q And tell us about that.

12 A Well, there had been a split between the families
13 back in 74, both the school and the primary elec-
14 tions.

15 Q And tell us the reason for that split, Judge
16 Carrillo, if you know it. Did it have anything
17 to do with the federal I.R.S. investigations and
18 the testimony given by your daddy?

19 A Well, my father and my brother had testified
20 against George Parr and Archer Parr both.

21 Q Where?

22 A In the federal court.

23 Q What federal court, Judge Carrillo?

24 A Federal courts here in Corpus Christi and the
25 federal court in San Antonio.

1 Q All right. In San Antonio was the George Parr
2 case, am I correct?

3 A The Corpus Christi was the Parr case.

4 Q And the San Antonio was the --

5 MR. ODAM: Your Honor, I would --

6 A The San Antonio was the Archer Parr case.

7 MR. ODAM: Your Honor, I would again
8 like to have an understanding that I object
9 to the relevancy, and I know it has been
10 overruled, but I wish the Court would keep
11 it in mind as we go into dealings with
12 George Parr and as I understand the Court
13 admitted the testimony on the credibility
14 of Mr. Cleofus Gonzalez and Mr. Rudolfo
15 Couling.

16 THE MASTER: Certainly, at least that,
17 and I am not sure that is the only purpose
18 but at least that.

19 MR. ODAM: I do not want to continue
20 to object, but if this continues to go on,
21 I just would like to have a standing objec-
22 tion as to relevancy and -- as to this, as
23 we have the protracted discussion of these
24 removal petitions dealing with George Parr.

25 THE MASTER: You may have a continuing

1 objection on the grounds of relevancy, but
2 it is overruled.

3 MR. ODAM: All right.

4 Q (By Mr. Mitchell:) Your father and your brother
5 testified for the government in the U. S. v.
6 Archer Parr trial in San Antonio, am I correct?

7 A Yes, sir.

8 Q And Archer Parr was convicted and is presently
9 in the federal penitentiary, am I correct?

10 A Yes, sir.

11 Q Your brother and your father testified against
12 George Parr in the U. S. v. George Parr case in
13 the Southern District in Corpus Christi?

14 A Yes, sir.

15 Q And that testimony led to the conviction of
16 George Parr, am I correct?

17 A Yes, sir.

18 Q Was that the source of the initial split and
19 separation between the Parrs and the Carrillos?

20 A Yes, sir, and then after that, my brother was
21 running for the Senate and George Parr and Archer
22 Parr refused to support him and Mr. Clinton
23 Manges wanted to run Mr. Ashby as a member of
24 the school board against one of the present
25 school board members and George Parr and Archer

1 Parr supported him and we opposed it.

2 Also, in the city elections, the Parrs ran
3 a slate and we ran a slate and we opposed them
4 and we won those elections and I mean the candi-
5 dates that we supported, or were supported by
6 the Carrillo faction won the election.

7 Mr. Parr was not used to that and he took
8 off after us.

9 Q All right, now in addition, the Chapa boys, that
10 is the boys that have testified here, Ruben was
11 a candidate for the school board, wasn't he?

12 A Yes, he ran against my father.

13 Q Ran against your daddy as he was sponsored by
14 the Parr faction?

15 A That's correct.

16 Q And as a matter of fact, won it, didn't he?

17 A Yes, sir.

18 Q Oscar Sanchez, all of those folks that have
19 been here they were all Parr people and have
20 been and continue to be, am I correct, Judge
21 Carrillo?

22 A Yes, sir.

23 Q And when the split occurred, they all moved,
24 including Cleofus Gonzalez, Rudolfo Couling,
25 Ruben Chapa, Rudolfo Chapa, Oscar Sanchez,

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Francisco Ruiz, all of those were Parr people that moved and went over to the Benavides Implement and Hardware location?

A That's correct. They were all employed, with the exception of Rudolfo Chapa, they were all employed I believe -- no, maybe Ruben Chapa was not either, by my brother as the county commissioner and they were getting paid three or four hundred dollars a month and it was clear to see that that was a stronghold, you know, having those families there.

What happened was they came in overnight and offered them six and seven hundred dollars a job to quit over here and go over there and from day to the other, they were working over at the other place.

Q So to the man, they left jobs of two hundred and twenty-five or two hundred and thirty dollars and Archer Parr put them on the payroll at what, four, five, six or seven hundred dollars?

A Up to seven hundred dollars.

Q Sure, and that is where they are right today?

A That's right.

Q And they have been the same folks that testified in the impeachment hearings, the same folks who testified in the I.R.S. hearings and the

1 same folks that have testified here, am I cor-
2 rect?

3 A Yes, sir.

4 Q And have you not heard it stated or represented
5 to you that they would testify until they des-
6 troyed you and your family?

7 A They have told it to my face.

8 Q Now, going back, Judge Carrillo, to the hearings
9 at the early part of 75, did Rudolfo -- I'm
10 sorry, did Arnulfo Guerra, the district attorney,
11 present you as the district judge, petitions --
12 information, I believe they are called under
13 the statute to file application for removal?

14 A It is an application for leave to file.

15 Q All right.

16 A He told me in Rio Grande City that he was going
17 to file it and I told him that I was going to
18 leave Rio Grande City that morning and I was
19 going towards Laredo and I told him that I would
20 come back to San Diego and to do it at the
21 courthouse in San Diego and I would see him at
22 the countyhouse at either two or three o'clock.

23 Q You ride a circuit, you are a circuit judge that
24 rides a circuit of the 229th?

25 A Yes, sir.

1 Q And the districts are Starr County --

2 A Jim Hogg and Duval.

3 Q And you have -- would you characterize your docket
4 as fairly full, Judge Carrillo?

5 A Yes, sir.

6 Q You heard the itinerary, I believe, from Mr.
7 Nye as he testified that you would be one week in
8 one county and the next week in the next week and
9 the next week in the next one and one week of
10 the month you would be --

11 A Yes, sir, I have testified to that here also at
12 the beginning.

13 Q At the beginning?

14 A Yes.

15 Q All right, you were down at Starr, you were on
16 the Starr County end of your district?

17 A Yes, sir, and I told him I would come back and
18 hear them in Duval. I did not want to hear them
19 in Jim Hogg County. I didn't want to present
20 them in Starr County rather, and I said I will
21 return to San Diego and I will have a hearing
22 on them this afternoon and that he could present
23 them to me at that time.

24 Q And one of these -- do you know whether or not
25 one of the complaints that the district attorney

1 has was the alleged allegations at that time
2 that Mr. Couling had destroyed certain records?

3 A Yes, sir.

4 Q Do you recall his testimony in this court?

5 A Yes, sir.

6 Q That he not only took them, he hid them and
7 destroyed them?

8 A Yes, sir.

9 Q Did you sign the necessary orders then to set
10 a hearing for the removal, Judge Carrillo?

11 A No, I was supposed to meet Mr. Guerra at two or
12 three o'clock that afternoon at the courthouse,
13 whatever time it was and on the way to the court-
14 house just before I left the courthouse, Mr.
15 Clinton Manges called me and he said, "I am
16 over at George Parr's house and you better not
17 come over to the courthouse because he's going
18 to shoot you." And I said, "No, George Parr
19 would never shoot me, he would never kill me",
20 and he said, "Yes, he is."

21 Anyway, he said -- but he didn't tell me
22 he was going to shoot me, he just said are you
23 coming to San Diego and I said yes and he said
24 what route are you taking and I said that I was
25 just -- said that there was just one mile to take,

1 just one highway and that is when he met me on
2 the highway and told me that George Parr -- he
3 said, "I have just left George Parr and he is
4 waiting for you at the courthouse and the moment
5 you stop in your office, he's going to kill you."
6 And I said, "George Parr wouldn't kill me."
7 And he said, "Judge, you better believe it and
8 understand it that the man is serious and he is
9 going to shoot you." And he showed me the gun
10 and, "he is on his way over there to shoot you."

11 So, he convinced me and he said, "Then after
12 he shoots you, he is going to go out and shoot
13 Oscar, so if you have a chance, you tell your
14 brother and you just get out of here."

15 So he convinced me and I went back to the
16 ranch.

17 Q Did you contact --

18 A I went back to my house and I sent word to my
19 brother that Oscar be notified of what was going
20 on and I went back to my house and I left the
21 house and I didn't want to endanger my family and
22 I went on to the ranch and I started to make a
23 phone call to the F.B.I. when my mother walked
24 into the room and I hanged up.

25 Then, as I left the house, I told my brother

1 to be sure and get hold of -- call either the
2 Texas Rangers, the F.B.I., the Secret Service,
3 or whoever you can get ahold of because I under-
4 stand this is happening and I don't know whether
5 it is true or not but it is supposed to be and
6 I am going to the ranch and I will be there.

7 So I went to my ranch.

8 Q And did Ranger Powell come to the ranch?

9 A Ranger Powell came in later on that evening,
10 well shortly thereafter, and I was worried because
11 my brother never showed up with a message of
12 what had happened. So I sent my bailiff, no,
13 I sent my court reporter, he was with me, and
14 I said, "You go back to town and find out what
15 is happening to my brother and you tell my bailiff,
16 Tom, to get on over here."

17 So then, the district attorney showed up
18 and the Texas Ranger showed up and the whole
19 bunch of people showed up.

20 Q Did they give you protection, Judge Carrillo?

21 A They started giving my protection.

22 Q All right.

23 A The following day I went back to the courthouse
24 and signed the removal proceedings and then I --
25 oursuant to that statement that was made to the

1 Internal Revenue Service and order that was
2 mailed out to pick up Mr. George Parr.

3 Q You gave a statement to the I.R.S. because he
4 was out on bond at that time?

5 A I complained that he was out to kill me and when
6 he found out that he was going -- that there was
7 going to be a hearing held that afternoon, he
8 took after me and word got to me that he was out
9 to kill me and I called the Texas Ranger again
10 and Mr. Parr had gone to my house and gone into
11 the driveway and circled the house several times.

12 The word got back to me not to come close
13 to the house. Ranger Powell took me over there --
14 by then I had suitcases packed all the time and
15 so I just grabbed my suitcase and they escorted
16 me and I was taken and hidden at a hotel in
17 McAllen until I was notified that the body of
18 Mr. Parr had been found.

19 Q Now, Mr. Parr was arrested largely on the basis
20 of your affidavit given to the F.B.I. about his
21 conduct, wasn't he?

22 A He was never arrested. His attorneys were noti-
23 fied that there was a hearing to be held and
24 his lawyers had statements from the federal
25 district attorney as to the complaints against

1 Mr. Parr and he -- and he left Corpus Christi and
2 there was a gentleman with them who was the one
3 that spotted my bailiff and told him that -- to
4 advise me not to come out of the house where I
5 was, he said, because George Parr knows that he
6 is there and he is going to shoot him.

7 Q All right.

8 A So I stayed in the house and called for protection
9 and they came in and got me and then they took
10 me back to -- they took me back into McAllen.

11 Q All right. As a matter of fact, Judge Carrillo,
12 your car had been shot up on occasion about that
13 period?

14 A Later on, I received several threats of that,
15 after George Parr committed suicide. The blame
16 was on me that I was the one that was responsible
17 for the life of George Parr and that his people
18 were out to get me, and it was reported to me on
19 several occasions that my life was in danger.

20 Then one day Captain Wood of the Texas
21 Rangers and Texas Ranger Powell came to my house
22 and they said, "We don't want to alarm you, but
23 there is -- we have an informer who was ninety-nine
24 per cent correct and there is a car coming in
25 from Mexico, it is a pink Cadillac, we don't

1 know the year, but we think it is a 68 or 69 and
2 they are coming over here with the express purpose
3 of killing you."

4 I said, "Well, if your information is so
5 correct, then I guess the best thing for me to
6 do was to leave, I don't want to -- I'm living
7 here with my parents and I don't want to put
8 them in danger."

9 They said, "If you leave, the word will
10 get out that you already have the information
11 that has been leaked. The best thing for you to
12 do is just to stay here and sort of play a
13 sitting duck, you know, and we will have you
14 covered at all times."

15 In the meantime, they wondered if I had
16 friends who worked at the International Bridges
17 along the border and I told them that I did,
18 and I called the folks who work for the Texas
19 Liquor Control and on a secret basis, they were
20 supposed to be looking out for this automobile
21 which might be coming in from Mexico.

22 Nothing ever happened except that my house
23 was shot at twice and my car was shot at --
24 was blasted up once.

25 Q During this period of time?

1 A Yes, sir.

2 Q All right.

3 A So it hasn't been an easy time.

4 Q All right, now, Judge Carrillo, let's separate
5 the petitions for the removal of the trustees of
6 the Benavides Independent School District, and
7 I believe you testified that that petition was
8 signed and the hearing was held and an order
9 entered into removing, am I correct?

10 A Yes, sir.

11 Q And I believe Mr. Rudolfo Couling was thereafter
12 dismissed, is that correct?

13 A About a week later.

14 Q All right, now how about a petition, did one of
15 the law enforcement agencies there present you
16 a petition for the removal of the county judge?

17 A The same, the district attorney.

18 Q Now, when -- excuse me, Judge Carrillo. Now, in
19 point of time, was the suit for the removal of
20 the -- first of all, did you have anything to
21 do that was improper or contrary to the statutes
22 with initiating the petition against the school --
23 members of the school board, Judge Carrillo?

24 A They were initiated by the district attorney and
25 I knew the moment he told me what he was going

1 to do, I knew there was going to be problems,
2 but I told Ranger Powell when he asked me if I
3 was going to go on through and hear them, and if
4 need be remove him, and I told him if the day
5 approached that I could not do my job as a
6 district judge, I would resign, that I was going
7 to hold a hearing and if it was presented to me,
8 I was going to hold a hearing and do whatever the
9 law required of me as a district judge. That is
10 exactly what I was going to do.

11 Q You, of course, understood the statute to provide
12 that the district court, once those pleadings
13 were filed, was under a statutory duty to hold a
14 hearing, am I right, Judge Carrillo?

15 A Yes, sir. As a matter of fact, the district
16 judge who is now holding court in my district
17 at this time has already removed two other offi-
18 cials.

19 Q The same proceeding, the same district attorney,
20 am I correct?

21 A The same district attorney.

22 Q The same agency?

23 A The same everything.

24 Q All right, now, Judge Carrillo, was there a
25 petition thereafter filed --

1 MR. MITCHELL: Judge Meyers, I know
2 we are close to break time and I am beginning
3 to start a new subject.

4 THE MASTER: I'm glad you looked at
5 the clock, I was curious, it sounded to me
6 like you were.

7 MR. MITCHELL: Yes, sir.

8 THE MASTER: We will be in recess until
9 10:20.

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11 (Whereupon the hearing was in recess
12 from 10:00 a.m. until 10:20 a.m. of the
13 same day.)
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1 Q Judge Carrillo, prior to the break, I had asked
2 you as regards removal proceedings filed by the
3 D.A.

4 A Yes, sir.

5 Q Was there a separate action commenced by the D.A.
6 as related to Archer Parr?

7 A Yes.

8 Q Who was Archer Parr?

9 A He was the county judge.

10 Q Do you know when he was elected?

11 A '58, I believe.

12 Q And was, up until recently, the county attorney?

13 A County judge.

14 Q I am sorry, county judge.

15 Archer Parr was the nephew of George Parr?

16 A Yes, sir.

17 Q And had George Parr's backing?

18 A Yes.

19 Q Was George Parr an official in that county?

20 A He was a member of the school board of trustees
21 over in San Diego.

22 Q I believe Archer Parr had been indicted by the
23 Grand Jury and you mentioned earlier was tried
24 and given ten years before Judge Suttle, sitting
25 in the Western District of San Antonio, is that

1 correct?

2 A Yes.

3 Q Do you recall when that was?

4 A It was approximately April or May of 1974, as I
5 recall.

6 Q Can you tell us whether or not your father and
7 your brother were government witnesses in that
8 case?

9 A Yes, sir.

10 Q They were?

11 A Yes, sir.

12 Q Following that trial, was there a petition for
13 removal filed in Duval County of Archer Parr?

14 A Yes, sir.

15 Q When, in point of time, was the suit filed?

16 A Approximately three or four days later.

17 Q Who drew that suit?

18 A The D.A.

19 Q What action were you, as district judge, called
20 on to take?

21 A I replaced him temporarily.

22 Q Can you recount for this Court the application
23 for the petition for mandamus in relation to the
24 State versus Archer Parr?

25 A Well, there were quite a few.

1 Q What about the objects and results of those?

2 A The objects were to disqualify me, to cause me
3 not to proceed with the case and there were writs
4 of probation and writs of mandamus filed.

5 Q And I represented you in those cases?

6 A Yes, sir.

7 Q And the suit was filed by Arnulfo Guerra, was it
8 not?

9 A Yes.

10 Q And to summarize, the Court of Civil Appeals in
11 San Antonio issued a conditional mandamus and
12 refused to disqualify you?

13 A Yes.

14 Q And the Court caused that case to be tried?

15 A Yes.

16 Q And it was tried before you in Hebbronville,
17 before you, for how long?

18 A About a month.

19 That case was just firmed last week.

20 Q I was going to ask you about that. Was there an
21 appellate decision on that?

22 A Yes.

23 Q What was that result?

24 A It was affirmed.

25 Q During this same period of time, was there

1 another petition filed?

2 A There were numerous petitions, almost every
3 three or four days.

4 Q Filed by Mr. Parr?

5 A Yes, sir.

6 Q Can you tell this Court whether or not the
7 Supreme Court refused to grant relief?

8 A Yes.

9 Q Who was Archer Parr's attorney?

10 A Marvin Foster.

11 Q And has the state bar proceeded against Archer
12 Parr to disbar him?

13 A Yes.

14 Q Was that filed in your court?

15 A Yes. This was filed against George Parr and
16 Archer Parr shortly after the conviction in
17 federal court.

18 Q Did those cases come regularly to trial?

19 A No, sir, Mr. Terry Canales was representing
20 Archer and George Parr and he filed a motion for
21 continuance.

22 Q Terry Canales is from Premont?

23 A Yes.

24 Q Was he the attorney of record for Archer and
25 George Parr?

1 A Yes.

2 Q And would you characterize him as a Parr man?

3 A Yes, he was a pallbearer at the funeral of George
4 Parr.

5 Q And he was a member of the House of Representatives
6 of the State of Texas?

7 A Terry Canales' father posted a one hundred and
8 twenty thousand dollar bond for Archer Parr in
9 San Antonio.

10 Q And would you say they were very close?

11 A Yes.

12 Q And were you and Terry Canales very close?

13 A Yes, sir.

14 Q Was there some rift that developed between you
15 and Terry Canales?

16 A Yes.

17 MR. ODAM: I would reurge the objection
18 of relevancy, Your Honor.

19 We have gone through Archer Parr and
20 George Parr and now we have moved to Terry
21 Canales.

22 THE MASTER: What is the relevancy of
23 Judge Carrillo's relationship with Terry
24 Canales in this hearing?

25 MR. MITCHELL: Judge, we have pled the

1 impeachment and the Task Force and how it
2 all finds its genesis in the Parr-Carrillo
3 split. This testimony is offered for the
4 purpose of showing, if it please the Court,
5 in support of our pretrial motions, that
6 the Judicial Qualifications procedure, as
7 initiated by the Attorney General's office
8 had its genesis in a nonrelationship with
9 this man's office and that is why we are
10 offering it.

11 THE MASTER: Well, let me ask you this:
12 Will you offer it on a bill if I sustain
13 the objection?

14 MR. MITCHELL: Yes.

15 THE MASTER: I will overrule the
16 objection.

17 Q (By Mr. Mitchell) In light of the Judge's
18 ruling, and with the objection and the Court's
19 ruling, did you receive a call from Terry
20 Canales?

21 A Yes, sir.

22 Q When did you receive that call?

23 A About three days after he filed the impeachment
24 proceedings in the legislature.

25 Q You are talking about his sponsoring the

1 resolution before the legislature?

2 A Yes.

3 Q And that is HSR-611?

4 A Yes.

5 Q You had received a telephone call from him three
6 or four days before that, from Terry Canales?

7 A Yes, sir.

8 Q What was the status of the state bar's petition
9 to disbar Archer Parr and George Parr at that
10 time?

11 A They were pending on the docket of my court, and
12 the legislature was about to close and the cases
13 were about a couple of months away from trial.

14 Q The continuance had been filed when, do you
15 recall, the tail end of 1974?

16 A Yes, sir.

17 Q And you, of course, honored the statute by
18 granting that?

19 A Yes, sir.

20 Q Was the case to disbar Archer Parr set for trial?

21 A Yes.

22 Q What action was taken in that case?

23 A I disqualified myself.

24 Q Was it tried?

25 A Yes, by another judge.

1 Q What was the result of that?

2 A He was disbarred.

3 Q How about George Parr?

4 A Well, Terry Canales told me if I didn't step
5 down from these cases --

6 Q What cases?

7 A I took it to mean the Parr cases, that he was
8 going to introduce a resolution calling for my
9 impeachment.

10 Q When was that conversation held in terms of the
11 month?

12 A I know it was in Hebbronville, because I was
13 in court when the message came from Terry
14 Canales.

15 Q Were the other removal cases pending at that time
16 for the school board?

17 A Yes.

18 Q And the state bar cases were pending against
19 Archer Parr and George Parr?

20 A Yes, sir.

21 Q And tell us about that, your conversation with
22 Terry Canales.

23 A It was short and flat and clear. He told me if
24 I didn't step down, he was going to introduce
25 that resolution and I told him I would do what I

1 thought best and I didn't believe in threats and
2 I was not going to come down to my knees just
3 because he told me he was going to take me before
4 the legislature.

5 Q The resolution was introduced by him, was it not?

6 A Yes.

7 Q He introduced a resolution to abolish Arnulfo
8 Guerra's post as well, did he not?

9 A Yes, sir.

10 Q And the Senate refused to hear that?

11 A Yes, sir.

12 Q Now, let me ask you about the Task Force. We will
13 move to something else.

14 What was the Task Force and what is it and
15 what did you have to do with it and so forth?

16 A The Task Force is the Attorney General, when they
17 move to Duval County, to investigate the different
18 political subdivisions. The Attorney General
19 would not come down unless I agreed it was all
20 right for them to do so.

21 Q What month was this?

22 A I don't remember the month. I think it was around
23 April or -- I think of 1975.

24 Q And did Attorney General Hill come to Duval
25 County?

1 A He called me and met first in my office with me
2 and then in court and I welcomed him to come to
3 Duval County.

4 Q And that appearance was transcribed in open court,
5 was it not?

6 A Yes.

7 Q Aside from the district attorney, who was in the
8 Task Force?

9 A The Attorney General and his staff and the Texas
10 Rangers.

11 Q Now, let me ask you when -- to move to another
12 subject, the record reflects that back in May of
13 this year, you received a formal notice from the
14 Judicial Qualifications Commission.

15 A Yes.

16 THE MASTER: You said formal notice.
17 In the sense that we are speaking here, I
18 thought it was in May he received the first
19 notice and the formal notice in June or July
20 and the amended notice in August, is that
21 correct?

22 MR. MITCHELL: I believe that is
23 correct, Your Honor.

24 THE MASTER: You used formal notice in
25 another sense.

1 MR. MITCHELL: Right, Your Honor.

2 I was precise because I was leading up
3 to conversations held prior to that time.

4 THE MASTER: All right.

5 Q (By Mr. Mitchell) Judge Carrillo, prior to May,
6 1975, I will ask you this: Had you received
7 communications and been in contact with Mr. Pipkin,
8 the executive secretary of the Judicial Qualifications
9 Commission, as regards complaints initiated in
10 Starr County by the Guerras?

11 A Yes, sir.

12 Q Did the executive secretary, Mr. Pipkin,
13 communicate with you about problems against you
14 and the administration of your office against the
15 Guerra boys?

16 A Yes, sir.

17 Q Who are the Guerras?

18 A They were the political dominating family in
19 Starr County for years and years. They were
20 until they lost over to what they called the New
21 Party.

22 Q Was the New Party that took over in Starr County
23 as well?

24 A Yes.

25 Q And the Guerra boys dominated Starr County

1 politics for years and years?

2 A Yes.

3 Q Who is that; who were the Guerras?

4 A J. C. Guerra and Virgil and Ruben, Forrest, and
5 there were quite a few.

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1 Q Who is the one that testified up there at --
2 before the House Subcommittee?

3 A J. C. Guerra.

4 Q Who is J. C. Guerra?

5 A He used to be the mayor of Roma, I understand he
6 resigned.

7 Q Judge Carrillo, have you had any communication
8 prior to this year with J. C. Guerra with com-
9 plaints that he had about your conduct as a judge
10 in that county?

11 A Every time he was unsatisfied with the jury com-
12 missioners that I named, he would complain to
13 the Judicial Qualifications Commission.

14 Q Now, let me ask you, did you ever have any com-
15 plaint from Joe Guerra or J. C. Guerra about any-
16 thing except the members of the jury commissioners
17 that you would appoint for that county?

18 A That is all.

19 Q As you understand the law, the court appoints
20 the jury commissioners and they, in turn, select
21 the Grand Jury?

22 A Yes, sir.

23 Q Was the nature of his complaint, Judge Carrillo,
24 what was the nature of his complaint?

25 A He wanted me to appoint certain people on them

1 and I appointed -- I used my own -- my own
2 choice.

3 Q Let me ask you something, was it your indication
4 from what he communicated to you that he wanted
5 an input into who was on the commission and,
6 therefore, who was on the Grand Jury?

7 A He wanted to control the court.

8 Q And did you ever accede to his demand?

9 A No, sir, I did not.

10 Q You did not?

11 A No, sir.

12 Q Did he ever give you suggestions of who to put
13 on the commission or the Grand Jurys?

14 A Yes.

15 Q And would you ever accede to his requests or
16 demands as to who would be put on the jury com-
17 mission or on the Grand Jury, Judge Carrillo?

18 A Not to all of them. Sometimes, you know, there
19 were recommendations from different people in
20 Starr County and I wasn't too well acquainted
21 with the population of the people who reside
22 there and I would ask different county officials
23 and different individuals for recommendations
24 and I would use my own decision to make it up.

25 Q All right, now the conversation you had with Mr.

1 Pipkin related prior -- prior to May now gener-
2 ally to the complaints of Mr. Guerra, am I cor-
3 rect?

4 A Yes, sir.

5 Q And as a matter of fact, didn't Mr. Guerra submit
6 some character of petition signed by some of the
7 folks down in Starr County to Mr. Pipkin and
8 wasn't that petition called to your attention and
9 Mr. --

10 A I think Mr. Pipkin was the best witness of that.
11 He complained about the Grand Jury composure
12 just about the time that he was unsatisfied with
13 the way the persons who were named to the Grand
14 Jury Commission.

15 Q Can you tell this Court that you could have
16 stopped all of that business by just letting
17 him run your Grand Jury down there in Starr
18 County, couldn't you, Judge Carrillo?

19 A No question about that.

20 Q And I believe there was -- you had discussed that
21 with Mr. Pipkin and that matter was out to rest,
22 am I correct?

23 A Mr. Pipkin and I discussed both that matter of
24 the Grand Jury on a couple of occasions, once in
25 the office of District Judge Alamia who was my

1 administrative judge and another time I believe
2 at the motel there at the Americana Motel in
3 Alice.

4 We also discussed the matter of disqualifi-
5 cation and my directorship at the bank at that
6 time.

7 Q All right, and that was prior to May of 1975,
8 am I correct, Judge Carrillo?

9 A Oh, yes, to the best of my recollection, I
10 think it was around February of 1973 or maybe
11 before, I don't remember the year, but it was
12 cometime back.

13 Q Well, the purpose of my question is that when
14 you received this notice in May of this year,
15 from the Judicial Qualifications that was not the
16 first discussion you had had with Mr. Pipkin or
17 matters relating to the inquiry about the Judi-
18 cial Qualifications, is that correct?

19 A Yes, that's correct.

20 Q And the first notice that you -- or letter notice
21 or informal notice, I think it is called under
22 the Rule, related primarily to your conduct,
23 complaints by the Guerras as to your conduct of
24 the case of Manges versus Guerra?

25 A That's correct.

1 Q Now, had you had any -- had the Guerra boys, J. C.
2 or any of them, complained to you prior to that
3 time about your conduct in that case?

4 A No, sir in that case, the case when I became
5 a district judge, the case was pending in federal
6 court. It was not pending in the 229th Judicial
7 District.

8 Q Was that a bankruptcy court?

9 A It had originated in the 79th Judicial District
10 and moved up to federal court and it was pending
11 in federal court and it was transferred back on
12 January the 6th as I recall.

13 Q Of 71?

14 A Of 71.

15 Q All right.

16 A And I -- and by then it was settled in federal
17 court and it was brought back just for the clos-
18 ing of accounting and then they had settled all
19 of their -- all of their differences insofar as
20 I knew.

21 Everytime they brought in some kind of an
22 order to be entered, insofar as that case was
23 concerned, I insisted that it be signed by all
24 of the parties.

25 Q The records so reflect that, Judge Carrillo. Several

1 orders entered in that case by you were signed
2 by all of the parties.

3 A That's right. The first order that came in that
4 was not signed by all of the parties which there
5 was a dispute, I set down for hearing. When I
6 went over for that hearing, I was confronted with
7 the matter of this motion to disqualify so I
8 didn't hear the case at all. I immediately got
9 off the bench, went to my administrative judge
10 for his recommendations. He advised me of the
11 different ways of doing it and I told him I
12 didn't want to hear the motion myself and he
13 wanted it in writing and I came back to my office
14 and submitted a letter in writing to Judge Alamia
15 requesting that another judge be appointed to
16 hear the motion to disqualify.

17 Q And was that done?

18 A It was done. And that was the last I had to do
19 with that case.

20 Q And, Judge Carrillo, from that date to this,
21 have you ever sat in any case where Clinton
22 Manges was a party?

23 A No, sir, I have disqualified since that day,
24 there have been several cases involved and I
25 have disqualified myself in all of the cases

1 involving Clinton Manges.

2 Q And the first notice of Judicial Qualification
3 Commission you answered that and I believe your
4 answer is in the record?

5 A Yes, sir.

6 Q And you set out essentially what has been set out
7 in the first amended procedure here?

8 A Yes, sir.

9 Q Then, Judge, Carrillo, that first notice was
10 answered and when is the next time you heard
11 anything from the Judicial Qualifications Commis-
12 sion?

13 Do you need any of these documents? They
14 are all in evidence now.

15 A The next time I heard anything about it was when
16 Mr. Pipkin called me.

17 Q What month?

18 A Well, we were in the impeachment hearings, in
19 the middle of the impeachment hearings. I don't
20 remember the month, but he called me and he had
21 served you with notice of formal hearings or
22 whatever you want to call it and he was not
23 satisfied with the service upon you, that it
24 was sufficient service upon me and he called me
25 and I told him that I would be happy to meet with

1 him. He came to my office and he handed me a
2 copy of the notice of the hearing.

3 Q Did you all have a discussion in your office
4 about the amendment and I will hand you now R
5 Exhibit 19-A. It had been expanded by that time,
6 that is, the notice had been expanded to go
7 beyond the Manges V. Guerra matter, has it not,
8 Judge Carrillo, to include what it does today?

9 A No, not to include what it does today.

10 Q That was the second amendment, is that what
11 you are testifying?

12 A Yes, sir.

13 Q All right, the impeachment proceeding commenced
14 in May and evidence was being heard in Austin
15 on that procedure, am I correct

16 A Yes, sir.

17 Q May and June?

18 A Yes, sir.

19 Q Of 75?

20 A Yes, sir, and it was during the recess, we had a
21 recess in there somewhere that Mr. Pipkin flew
22 over to San Diego to visit with me.

23 Q What was the nature of that visit?

24 A It was a visit to serve me notice of the --

25 Q Which notice, Judge Carrillo, which notice are

1 you talking about?

2 A I guess it would be the first amended notice.
3 Like I say, it didn't cover all of the charges
4 that have been brought in here today. I don't --
5 I don't believe this is it here.

6 Q All right, let me hold on just a minute --

7
8 (Discussion off the record.)

9 Q Judge Carrillo, I'll hand you what is marked
10 as R Exhibit Number 20, that is July the 18th,
11 75, and ask you if you recognize it. Is that
12 the one that you all talked about in your office?

13 A It could be.

14 Q And that goes beyond -- excuse me.

15 A And even now, I don't think this is it.

16 Q No, that goes beyond the one you got back in
17 May, doesn't it, Judge Carrillo?

18 A Yes, sir.

19 Q And then you have got in front of you there
20 R Exhibit 20, which is one notice of formal
21 procedure, am I correct?

22 A Yes, sir.

23 Q And then you have got R Exhibit 19-B, which is
24 another one?

25 A Yes, sir.

1 Q Am I correct?

2 A Yes, sir.

3

4

(Discussion off the record.)

5 Q Now, Judge Carrillo, I hand you what has been

6 marked as E- -- I'm sorry, it is E-2 and R

7 Exhibit Number 1.

8

THE MASTER: That is right.

9 Q And E-3 and R Exhibit Number 2 and ask you if

10 you can identify those two documents?

11 A Yes, sir.

12 Q And what is E-2 or R Exhibit Number 1, that is

13 the May letter from the Judicial Qualifications

14 Commission?

15 A This is the letter that I received from the

16 Judicial Qualifications Commission.

17 Q And it relates to the stock transfer -- the

18 stock purchase from the Rio Grande Bank and the

19 grazing lease, am I correct?

20 A Yes, sir.

21 Q And requests that you make further disclosure

22 or answers?

23 A Yes, sir.

24 Q And E- -- or rather R Exhibit Number 2 constitutes

25 your answer, is that correct?

1 A My answer, yes.

2 Q Now, those documents are dated May, 1975, am I
3 correct, Judge Carrillo?

4 A Yes, sir.

5 Q All right, now can you tell us the next communica-
6 tion you had and when you had it with the Judi-
7 cial Qualification Commission? Is that R Exhibit
8 Number 20, notice of formal proceedings?

9 A Yes, sir, I believe it is.

10 Q All right, now that is in July?

11 A July.

12 Q About two months after the impeachment -- the
13 House Select Committee undertood to make a
14 determination as to whether to impeach, is that
15 correct?

16 A Yes, sir.

17 Q All right, now, R Exhibit Number 20 goes beyond
18 the matters contained in the informal notice,
19 am I correct?

20 A Yes, sir.

21 Q It talked about the Cash Store which appears in
22 the first amended notice, which is R Exhibit 19-B,
23 does it not?

24 A Yes, sir.

25 Q Likewise, it brings forward the Manges v. Guerra

1 matter again, is that correct?

2 A Yes, sir.

3 Q And then it also talks about -- talks in terms
4 of a conspiracy to steal --

5 A With Roberto Elizondo.

6 Q Two hundred and twenty-five dollars a month, am
7 I correct?

8 A Yes, sir.

9 Q Which is in this second amended notice?

10 A Yes, sir.

11 Q And it also talks in terms of Roman IV, Francisco
12 Ruiz, which is carried over in the first amended,
13 is that correct?

14 A Yes, sir.

15 THE MASTER: Excuse me.

16 MR. MITCHELL: All right.

17 THE MASTER: Excuse me, is that --
18 my copies of those, let us call them plead-
19 ings, are in my motel rather than here, but
20 I thought the only one that was actually
21 before me and the commission was the amended
22 notice.

23 You keep saying or referring to a
24 second amended notice, is there one?

25 Now, there was the letter of May, then

1 I thought the notice, in June or July, and
2 then I thought the amended notice was in
3 October.

4 MR. MITCHELL: That is true, Judge. As
5 I recall the second amended was stricken.

6 THE MASTER: That's correct, and it
7 was prepared and filed after this hearing
8 had been commenced.

9 MR. MITCHELL: Right.

10 THE MASTER: But you were referring to
11 those twelve paragraphs as the second amended
12 notice.

13 MR. MITCHELL: I referred to them as
14 the second, that is true, Judge Meyers, but
15 only as regards that formal one, that one
16 back in May, that informal one.

17 THE MASTER: All right, I just want the
18 record to be clear on that, Mr. Mitchell.

19 MR. MITCHELL: As I understood the
20 Court struck the second formal amendment.

21 THE MASTER : That is correct.

22 MR. MITCHELL: So that the record is
23 clear in line with Judge Meyers' inquiry --
24 excuse me.

25 MR. ODAM: As I remember, these documents

1 were marked, looking back through the
2 testimony, there were numerous pages along
3 the same lines and I would object first of
4 all, the testimony does not go to the merits
5 of the case and I assume it is being offered
6 for the plea in abatement. If it is being
7 offered for the plea in abatement, we have
8 spent the best part of the morning on this
9 line and others and I would object on the
10 grounds of repetition.

11 MR. MITCHELL: Your Honor, I am not
12 going to limit this to the plea in abate-
13 ment. I am going to show the influence of
14 the poison tree. I am going to show the
15 political split in 1975 and I'm going to
16 show that it spills over from the Parr
17 trial, not only the federal, but to Terry
18 Canales, the House Subcommittee under H.S.
19 161, the task force involvement and I am
20 going right down and tie it into the Judi-
21 cial Qualifications and show the spillover
22 from the evidence in that H.S. -- that Sub-
23 committee into that first amended notice of
24 formal proceeding, being Exhibit 19-B.

25 THE MASTER: What has it got to do --

1 what is the point, Mr. Mitchell? I can
2 understand and accept any and all of your
3 positions with respect to the position that
4 you take, and I am describing it poorly, but
5 I think you will agree with it.

6 MR. MITCHELL: Yes, sir.

7 THE MASTER: That the testimony against
8 Judge Carrillo by some of these witnesses
9 is motivated by the split, by political
10 malice.

11 MR. MITCHELL: Right.

12 THE MASTER: And I understand that,
13 but I am not sure I grasp the fruit of the
14 poison tree comment.

15 MR. MITCHELL: Yes, Your Honor,
16 because the Judicial Qualifications proce-
17 dure is one that has very carefully and
18 clinically -- I will use the word clinically,
19 describe and set out.

20 It is our position that it has always
21 been that here the entire proceeding was a
22 part, unwaring perhaps, of this attempt to
23 destroy this man, arising from this political
24 strife that has been described by the wit-
25 nesses.

1 Now, I have gone back into this Guerra
2 matter solely and only to show that as of
3 May of this year, before Terry Canales ever
4 got in it that the committee had already made
5 an inquiry and the matter was settled and
6 there wasn't any further proceedings.

7 Then, as I began to get right through
8 the impeachment, the Terry Canales involve-
9 ment and why, because Judge Carrillo was
10 called upon by the district attorney to
11 remove Archer Parr and George Parr, Terry
12 Canales' sponsor, and him being their lawyer
13 and a member of the House and unwittingly
14 the Commission coming in to play and all
15 of these specifications contained in the
16 first amended notice of the formal proceed-
17 ings.

18 It might be relevant and it might not,
19 but I think it is, Judge Meyers.

20 THE MASTER: What occurs to me, Mr.
21 Mitchell, obviously I expect I will hear
22 this matter one way or the other, either
23 on the merits or on the bill, but what
24 occurs to me is it is immaterial and what
25 the motivation is, if the charges are true,

1 then I will so find and if they are not
2 then I won't.

3 MR. MITCHELL: That is true, Judge
4 Meyers, except that if the House Senate
5 resolution testimony were procured, which
6 I have alleged and put into evidence and
7 the testimony supports it under the circum-
8 stances rendering that illegal, which is
9 no right of cross-examination, no notice,
10 I mean lateral or horizontal notice, and
11 if the Judicial Qualifications notice, that
12 is, the notice that we are going to trial
13 here, picks that illegal testimony up, which
14 is what it has done, then I say that the
15 due process mandates of this procedure have
16 been violated.

17 THE MASTER: Well, I understand that
18 point. But I don't think --

19 MR. MITCHELL: Sure.

20 THE MASTER: And it is a point, fortu-
21 nately, that is not, as I understand,
22 my role for me to rule upon.

23 MR. MITCHELL: That's right, Judge
24 Meyers.

25 THE MASTER: But you are saying because

1 you were denied the right --

2 MR. MITCHELL: Yes, Your Honor.

3 THE MASTER: -- of cross-examination
4 in really starting in May with the Select
5 Committee --

6 MR. MITCHELL: That's right.

7 THE MASTER: That because some of that
8 evidence is available to the Examiner here
9 that it poisons this hearing?

10 MR. MITCHELL: Yes.

11 THE MASTER: I am not sure that I
12 agree with that, but it is not a decision
13 that I have to make.

14 MR. MITCHELL: Not only that, Judge
15 Meyers, but the fact that at the time that
16 this first amended notice was drafted here,
17 that our position is one that the rules of
18 the Commission, that is the statute was
19 violated because we didn't receive fifteen
20 days notice and there were entirely new
21 grounds and they are traceable directly
22 back to the testimony secured or solicited
23 at this H.S.R. 161 hearing.

24 So, we say that there is a dual viola-
25 tion, one, the commissioners here violates

1 the rules of notice and two, the commission
2 violates the due process protection because
3 it reaches over and takes out of the poison
4 bucket testimony that we say violates the
5 rights of confrontation, rights of cross-
6 examination, rights of competence of counsel.

7 Incidentally, Judge Meyers, I am about
8 finished with this line and I was trying to
9 put that in the proper context.

10 THE MASTER: I will overrule the
11 objection.

1 Q Judge Carrillo, after the conversation with
2 Mr. Pipkin you told us about, there was still one
3 more notice, and that is R-19-B, the First
4 Amended Notice of Formal Procedure?

5 A Yes, sir.

6 Q And an answer was filed by you through me to
7 Exhibit R-19-B?

8 A Yes, sir.

9 Q And you filed your own answer to E-2?

10 A Yes.

11 Q And you took your position there?

12 A Yes.

13 Q And an answer was filed by me in R-20, is that
14 correct?

15 A Yes.

16 Q The matters as relate now to the First Amended
17 Notice on this Cash Store were matters inquired
18 into by the subcommittee hearing by Terry
19 Canales?

20 A By the Select Committee, yes.

21 Q Is that correct?

22 A Yes.

23 Q The Manges versus Guerra matters were also heard
24 and the record speaks to this as well?

25 A Yes, sir.

1 Q The matters as regard the stock, the grazing land
2 and all were matters heard by the House Select
3 Committee?

4 A Yes.

5 Q HSR-161?

6 A Yes, sir.

7 Q That takes us now -- looking at R-19-B, through
8 Paragraph Roman I, that is the First Amended
9 Notice.

10 A Yes, sir.

11 Q And Roman II?

12 A Yes, sir.

13 Q And the matters contained in Roman III were subject
14 of considerable inquiry in Austin before the
15 subcommittee?

16 A Yes, sir.

17 Q And is that true with Roman IV as well?

18 A Yes, sir.

19 Q And how about Roman V?

20 A Yes, sir.

21 Q And in fact, Mr. Sanchez, Mr. Hinojosa, Mr. Rudolfo
22 Couling, Cleofus Gonzalez, all of these people
23 were witnesses in Austin during that hearing?

24 A Yes, the same witnesses.

25 Q Also Oscar Sanchez?

1 A Yes.

2 Q Roberto Elizondo?

3 A Yes, sir.

4 Q The same group as down here?

5 A Yes, sir.

6 Q On the backhoe, was that a subject of considerable
7 inquiry?

8 A Yes, sir.

9 Q That is Roman VI or R-19-A?

10 A Yes.

11 Q Now, Judge Carrillo, Roman -- well, strike that.

12 Well, let's get over here to this five
13 thousand six hundred twenty-five dollars. I have
14 not talked about that, but that was a subject of
15 inquiry in Austin?

16 A Yes.

17 Q During the questions as to whether or not the
18 subcommittee would adopt to the House the Articles
19 of Impeachment against you --

20 A Yes, that was not adopted.

21 Q How about Roman VII and VIII?

22 A That was when we arrived here.

23 Q How about IX?

24 A I am saying when we arrived here, but it was when
25 it was set for hearing here.

1 Q By this October 10th setting?

2 A Yes.

3 Q How about Roman IX?

4 A The same.

5 Q Roman X?

6 A Yes, sir.

7 Q Now, on these bulldozers, was that a subject of
8 inquiry in Austin?

9 A No, sir.

10 Q This is the first time, when you got R-19-A?

11 A Yes, sir.

12 Q Now, Judge Carrillo, let me go back, please, and --

13 MR. MITCHELL: Your Honor, I am going
14 to move, with leave of Court, to the
15 consideration of Article XI.

16 The record reflects Article XI is
17 supposedly taking into account E-84, 85,
18 88 and E-90, those exhibits.

19 Q (By Mr. Mitchell) Judge Carrillo, I am going to
20 hand you those.

21 A Yes, sir.

22 Q I am going to hand you a packet marked E-90 through
23 94, and I will ask you to pull out of that
24 package -- well, 90 would be relevant -- well,
25 they ought to be there.

1 Would you locate 84, 85, 88 and 90; do you
2 have those?

3 A I have 85. 90, you say?

4 Q Yes, sir, 84, 85, 88 and 90.

5 A I have 90 and 85.

6 MR. MITCHELL: Judge, that list may not
7 be absolutely correct. These are notes
8 that relate to that article and I will ask
9 the witness questions about them.

10 THE MASTER: All right.

11 Q (By Mr. Mitchell) All right. Judge Carrillo,
12 let me ask you, please, did you enter into an
13 agreement with Rudolfo Couling as owner of
14 Benavides Implement and Hardware, whereby a claim,
15 a false and fraudulent claim, would be made on the
16 Duval County Reclamation and Water District with
17 the intent to defraud them of five thousand six
18 hundred twenty-five dollars?

19 A No, sir.

20 Q Did you, by reason of a partnership agreement
21 with Mr. Couling, operating through Benavides
22 Implement and Hardware or any other joint controlled
23 agreement, whereby you, through Mr. Couling, would
24 appropriate monies belonging to the water district?

25 A No, sir.

1 Q Did you have any other agreement for the purpose
2 of appropriating five thousand six hundred
3 twenty-five dollars?

4 A No, sir.

5 Q You are, of course, aware of the testimony as
6 Mr. Couling related it to E-84, E-85 and E-90,
7 you have them in front of you?

8 A Yes.

9 Q Let me ask you to begin with, was there ever any
10 discussion with Mr. Couling about you buying a
11 station wagon through Mr. Couling's store?

12 A No, sir.

13 Q How did it come about that there is a check for
14 the five thousand six hundred twenty-five dollars?
15 That check is Exhibit what?

16 A E-85.

17 Q That check goes to -- where is that check -- who
18 is it payable to?

19 A The First State Bank and Trust of Rio Grande City.

20 Q It is by Rudolfo Couling for five thousand seven
21 hundred twenty-five dollars?

22 A Yes, sir.

23 Q And the payee is left blank, but is payable to
24 the First State Bank and Trust of Rio Grande
25 City?

1 A Yes.

2 Q Do you recall getting that check from Mr. Couling?

3 A Yes.

4 Q Tell the Court, please, the circumstances.

5 A It is the same circumstance that we have had and
6 I am still having.

7 Q Are you referring to the earlier check, the twelve
8 hundred dollar check?

9 A Yes, sir.

10 Q At the time that check was written, was the county
11 using your drilling rig?

12 A Well, they still have it up to today. They have
13 been using it for some time.

14 Q Tell me when the drilling rig was rented to the
15 county that you know of; how long ago was that?

16 A It was rented to the county several years ago.

17 Q Mr. Couling testified he was aware of the drilling
18 rig and the fact the county was using it in
19 condemnation proceedings.

20 A Yes, condemnation right-of-ways. They were
21 dividing properties and would drill wells and
22 set up windmills and make water troughs and this
23 was for the people, as a part of the payment for
24 the land, the subject of these condemnation
25 proceedings.

1 Q As best I understand, where the county comes in,
2 the county would drill for water that would be
3 offset on the water supply, is that what you are
4 talking about?

5 A Yes, sir.

6 THE MASTER: The way I understood it, it
7 was not necessarily taking the water supply.
8 It was a condemnation of a road or a highway.

9 THE WITNESS: Yes, sir.

10 THE MASTER: And they cut off one
11 section where the water was from another
12 section.

13 THE WITNESS: Yes, sir.

14 Q (By Mr. Mitchell) Judge Meyers' statement is
15 accurate, is it not?

16 A Yes, that is right. As a part of the consideration,
17 that would be money plus this water well plus --
18 in other words, they would fix up -- say they had
19 a tract of land of six hundred and forty acres,
20 laid out like this room, and they would cut right
21 through the middle. The property owner had the
22 water on the north part and it left the south part
23 without any water and then they would come over
24 here and fix up the other side for that.

25 Q Judge Carrillo, who made the deal with the drilling

1 rig to begin with with the county, do you know?

2 A The deal was made -- the original deal was made
3 before my brother became a county commissioner.
4 They are still getting right-of-ways over there,
5 but they were building several right-of-ways and
6 there were going to have to be quite a few water
7 wells drilled, so my brother and I went out and
8 bought a water well rig.

9 Q At the time you purchased it, was that prior to
10 the time your brother became a commissioner?

11 A Yes.

12 Q Did you all rent the rig at that time to the
13 various governmental agencies?

14 A Yes, sir.

15 Q Who did you rent it to?

16 A To the county.

17 Q Was there a change in that relationship after
18 your brother became commissioner and you became
19 county attorney?

20 A Yes, sir.

21 Q Tell us about that.

22 A The rig belonged to my brother and myself and it
23 was rented through the Farm and Ranch Supply.

24 Q Were you personally acquainted with the
25 relationship?

1 A No, I was not, until they told me they were not
2 getting the rental on this rig and it was being
3 used constantly.

4 Q What relationship did Benavides Implement and
5 Hardware have with the renting of the rig?

6 A As I understand it, it was rented to Benavides
7 Implement and Hardware and they were renting it
8 to the county.

9 Q When the Zertuche Store went out of business in
10 December, 1970, --

11 A Yes.

12 Q I believe you testified earlier the Farm and
13 Ranch Store still did not do business with the
14 various agencies at that time?

15 A Yes, sir.

16 Q But did that business through Benavides Implement
17 and Hardware?

18 A Yes.

19 Q Would that be where Benavides Implement and
20 Hardware rented that equipment from Farm and
21 Ranch?

22 A Yes.

23 Q And Benavides Implement and Hardware would rent
24 to the county or other agencies?

25 A Yes, sir.

1 Q And now, we are up to January, 1974, tell us about
2 that.

3 A '72, sir.

4 Q I am sorry, January, 1972, whatever the date was.

5 A The date on E-84 is January 11, 1972.

6 Q Tell us about the check to you from Benavides
7 Implement and Hardware.

8 A They had been drilling wells on the Archer Parr
9 and George Parr Ranch, which was really the Atlee
10 Parr Ranch, but was being run by George Parr.

11 Q Let me interrupt you there. The Atlee Parr Ranch,
12 George Parr didn't have a ranch of his own, did
13 he?

14 A No, it was owned by the Atlee Parr Estate, but
15 operated by George Parr.

16 Q He had all of the qualities of ownership, except
17 he didn't have legal title?

18 A Yes, sir, as a matter of fact, a suit was filed
19 over that the other day.

20 Q At any rate, we keep talking about the Atlee Parr
21 Ranch, but that was George Parr's father?

22 A No, his brother.

23 Q And Archer Parr's uncle?

24 A Yes.

25 Q Did Archie Parr have his own ranch?

- 1 A Yes, but it is Archer. Archie was the old
2 senator.
- 3 Q Well, Archer Parr wasn't born a Parr, was he?
- 4 A No.
- 5 Q He was actually the son of the sister of George
6 Parr?
- 7 A Yes.
- 8 Q And his name is not really Parr, but he changed
9 that legally?
- 10 A Old Senator Parr adopted him, I believe.
- 11 Q We are talking about the George Parr Ranch, his
12 running the Atlee Parr Ranch?
- 13 A Yes.
- 14 Q Was the equipment being used on the Atlee Parr
15 Ranch by George Parr?
- 16 A Yes.
- 17 Q And arrangements were made through Benavides
18 Implement and Hardware to rent that equipment to
19 the ranch?
- 20 A They were drilling wells on that property and
21 not paying rental on it.
- 22 Q Did you know whether or not he had a deal with the
23 county or how he was handling that?
- 24 A I knew they were not paying us and to this day
25 they still owe us a fortune on that rig, and that

1 rig was torn up to the effect that we have just
2 now located it. We didn't know where it was
3 sent to be fixed. We are trying to get it back
4 right now into our possession. It was sent out
5 by Archer Parr to be repaired or something, and
6 we are trying to get it back.

7 Q At any rate, did you know whether or not Rudolfo
8 Couling had caused the rig to be rented to the
9 county?

10 A Well, I asked Mr. George Parr, because they had
11 been using the rig over there and I had bought
12 this Pontiac automobile several months before this
13 thing.

14 Q I notice there is a time lag in the time of the
15 title and the check.

16 A Yes, I had written my own personal check and gotten
17 a note at the bank.

18 Q You had made your own financial arrangements?

19 A I had written my own personal check before this
20 transaction and I made a note at the bank and it
21 was coming due and I went over there to get some
22 money and they said well, you will get your money,
23 don't worry about it, so the next thing I knew,
24 Mr. Couling produced me a check in that amount,
25 which was that check, and I took it to the bank

1 and paid it off and that was it.

2 Q Tell the Court what notation was made on that
3 check.

4 A That check is reflected in my income tax for that
5 year for the rental for that purpose. It is not a
6 new explanation, it was made to the Internal
7 Revenue Service in 1973.

8 Q And it has been accepted by them?

9 A Yes, and income tax paid on it.

10 Q Judge Carrillo, let me ask you, do you have any
11 idea of what the status of that account is with
12 the Benavides Implement and Hardware company
13 today, the drilling rig account?

14 A Somebody owes us and should owe us in the
15 neighborhood of twenty to twenty-five thousand
16 dollars.

17 Q You heard Rudolfo Couling and Cleofus Gonzalez
18 testify as to the effect of Cleofus buying the
19 Benavides Implement and Hardware?

20 A Yes.

21 Q When was that that you heard that first?

22 A Here in federal court.

23 Q When was the first time you heard you were
24 Rudolfo Couling's partner in Benavides Implement
25 and Hardware?

1 A Over at this hearing here.

2 Q The first time here in this hearing?

3 A Yes, if he had made that kind of money, I might
4 be looking for some money from him.

5 Q I understand you have instructed me, if you get
6 jumped on here, you want me to see what you are
7 entitled to in that account?

8 A Yes, we are entitled to two hundred thousand
9 dollars coming from that store, if we were
10 partners in it.

11 Q Did you own any interest in Mr. Couling's
12 business?

13 A I did not. I think I have been in there once to
14 buy a cylinder for a windmill for a ranch.

15 Q In his place of business?

16 A Yes, I believe that is the only time I have been
17 there. There is a check for pear burners and I
18 don't recall buying them from him, because I can
19 buy them from Farm and Ranch and get a discount.

20 Q Do you know why your name is on that document
21 for the root plow?

22 Well, let me get the document.

23 Judge Carrillo, I am going to hand you
24 E-161.

25 A Yes, sir.

1 Q And that, I believe, has been identified by
2 somebody -- well, Benavides Implement and
3 Hardware, recited "By their verbal agreement by
4 O. P. Carrillo on February 6th, 1973," is that
5 what it says?

6 A Yes, sir.

7 Q Could you tell this Court what was the occasion of
8 your involvement in a purchase of a root plow?

9 A Well, I had talked to them --

10 Q Who is that?

11 A B. D. Holt and Company. As Exhibit 161 states,
12 Ramiro Carrillo called them by telephone, which
13 was the time I talked to them about the bulldozer
14 I was going to get.

15 Q That is reflected on E-160?

16 A Yes, sir.

17 Q All right.

18 A Then when this second bulldozer came up, that
19 Mr. Couling was interested in, of course, we had
20 to have another root plow for that one, also.
21 Evidently my brother had called about this first
22 one, or somebody had called, but I was going to
23 make the deal on it. When the matter came up of
24 getting the two of them instead of one, it was
25 going to go to Benavides Implement and Hardware

1 and they didn't know Mr. Couling from Adam. They
2 wanted to know whether we would be responsible
3 for this and we said certainly, I was going to
4 rent them and I would see to it that they would
5 be paid.

6 Q The rental of the dozer without the root plow,
7 would you have any use for it without a root
8 plow?

9 A Well, it would depend on the kind you have. For
10 their industrial dozers and what have you, you
11 don't need a root plow except for the type of
12 work I needed it for. It is like an automobile
13 without tires.

14 Q Was your participation in E-161 part of any scheme
15 or agreement with Benavides Implement and
16 Hardware or Rudolfo Couling to steal or
17 appropriate monies of Duval County?

18 A No, sir, it was not.

19 Q Or the Benavides Independent School District?

20 A No, sir.

21 Q Or a conspiracy to do so?

22 A No, I think the records will reflect I spent close
23 to one hundred thousand dollars that year on this
24 matter.

25 MR. MITCHELL: May I have just one

1 minute?

2 THE MASTER: Yes, sir.

3 MR. MITCHELL: I am just about through.

4 Q (By Mr. Mitchell) Judge Carrillo, do you have
5 your notice -- your First Amended Notice of
6 Formal Procedure in front of you?

7 A Well, it is here somewhere, yes, sir, this one.

8 Q Yes, that is my copy.

9 Judge Carrillo, as a matter contained in the
10 May 2nd, 1975 notice, as regards the shares of
11 stock in the Rio Grande City Bank and the house
12 transaction and the grazing lease, those are
13 matters that were inquired about before Judge
14 Magus Smith?

15 A Magus --

16 THE MASTER: That is spelled M-A-G-U-S,
17 Smith.

18 Q (By Mr. Mitchell) All right. That testimony is
19 introduced in this case in transcript form.

20 A Yes, sir.

21 MR. MITCHELL: Your Honor, I am not
22 going to go into it, but it appears in the
23 record as E-25.

24 THE MASTER: All right.

25 Q (By Mr. Mitchell) And you testified in that

1 proceeding?

2 A Yes, sir, also I explained it to Mr. Pipkin.

3 Q Now, Garland Smith had never filed a pleading in
4 that case at all until he filed the motion to
5 disqualify?

6 A I never had seen him in my life.

7 Q And you can't explain to this Court why you became
8 the object of his affection in that regard?

9 A No, sir.

10 Q Other than the fact that he wanted to bust you out
11 of that case pretty badly?

12 A Well, he did, as a matter of fact, and I submitted
13 it to another judge.

14 Q Well, let's be fair to the record. He had been
15 hired by the Guerras?

16 A Yes, sir.

17 Q And part of his employment, after he had been
18 found to have a tough time in Hebbronville with
19 the plea of privilege and after he ran the federal
20 district court to the end of the line and was
21 hanging on by his fingernails, he figured he could
22 come back and do a good job for his client by
23 jumping on you?

24 A I don't know what he had in mind.

25 MR. ODAM: Your Honor, Mr. Smith has

1 testified and it is repetitious and we have
2 allowed some latitude, but I believe there
3 should be some limit.

4 MR. MITCHELL: I would like to make an
5 inquiry about Mr. Garland Smith as well.

6 THE MASTER: I didn't understand the
7 objection.

8 MR. ODAM: The objection is repetitious
9 and the record is replete for two days on
10 the part of testimony of Garland Smith and it
11 all speaks for that.

12 THE MASTER: This witness cannot
13 speculate why Garland Smith did whatever he
14 did. That is trying to get to some other
15 person's mind.

16 You can question him about that,
17 Mr. Mitchell, but I don't think you can
18 contend Judge Carrillo can know.

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1 Q The only conversation -- did you have more than
2 one --

3 MR. MITCHELL: Strike that.

4 Q What is the only conversation or contact that
5 this lawyer for the Guerras had with you, Judge
6 Carrillo?

7 A When he introduced the motion to disqualify and
8 then when he questioned me when I was a witness
9 at the hearing, that is all that I have ever had
10 to do with Mr. Garland Smith.

11 Q Now, Judge Carrillo, for the record, I understand
12 I am going back, the tax returns have been filed
13 for all of these entities from the beginning of
14 the business up to date, am I correct?

15 A Yes, sir.

16 Q The federal tax case that is the U. S. v.
17 Ramiro Carrillo and O. P. Carrillo, state whether
18 or not that arose out of the relationship of
19 Zertuche General Store and the Farm and Ranch
20 Store?

21 A Yes, sir.

22 Q And that transaction terminated in December of
23 70, am I correct?

24 A That's correct, sir.

25 Q And there was no Zertuche General Store after

1 December of 70?

2 A That's correct.

3 Q And I believe Mr. Couling testified in that
4 case of transactions that occurred in 68 and 69
5 whereby he, through some scheme or device, had
6 secured money from the Benavides Independent
7 School District, various agencies, payable to
8 various persons, forging the name and gave the
9 cash to you?

10 A Well, now, it turned out that he testified he
11 had invoices belonging to Zertuche General
12 Store at his office, at the tax office and it
13 turned out here that Cleofus Gonzalez had
14 invoices belonging to the Benavides Implement
15 and Hardware over at our place.

16 Q When is the first time -- pardon me, Judge
17 Carrillo, when is the first time that you -- that
18 it came to your knowledge that he gave you
19 twenty-five thousand dollars money from the
20 Benavides Implement and Hardware?

21 A When he testified in federal court and I denied
22 it all because he never gave me a penny.

23 Q You took the stand there and you made the same
24 denial as you denied the others that the trans-
25 actions occurred after January of 1971?

1 A Exactly.

2 Q Now, do you know whether or not since he has
3 testified that he has cut his deal and made his
4 plea down in Duval County?

5 A No, sir, it was postponed. It was supposed to
6 be last Friday, I think.

7 Q All right.

8 MR. MITCHELL: Judge Meyers, I have
9 no further questions of this witness. Thank
10 you very much and thank you, Mr. Odam, for
11 allowing me the latitude that I know the
12 Court and Counsel have allowed me and I
13 appreciate it.

14 I want the record to bespeak that point,
15 because I am charged with the responsibility
16 of representing a district judge.

17 THE MASTER: Mr. Odam, it is a little
18 early for our break, but certainly ten
19 minutes worth of cross-examination would
20 be useless at this time, wouldn't it?

21 MR. ODAM: Yes, I would rather take a
22 break and organize our thoughts and then
23 proceed through cross-examination at what-
24 ever time the Court wishes to -- or feels
25 will be convenient.

1 THE MASTER: How much organization do
2 you need?

3 MR. ODAM: Just the twenty minute break.

4 THE MASTER: We will be in recess until
5 ten minutes until twelve.

6
7 (Whereupon the hearing was in recess
8 from 11:30 a.m. until 11:50 a.m.)

9 THE MASTER: Would you like to go on
10 the record?

11 MR. MITCHELL: Yes, I would like to go
12 on the record, Your Honor. Judge Carrillo
13 has been subpoenaed to produce a 71, 72 and
14 73 returns to include income from Farm and
15 Ranch Store, Ramiro Carrillo and Brothers,
16 and Benavides Implement and Hardware and
17 also the expenses.

18 We would deliver all of them, we have
19 no objections to delivery of the full tax
20 return for 71, 72, 73 and 74. They will --
21 that is Judge Carrillo's 1040 form will be
22 an integrated return on his salary, on the
23 income from the partnership information
24 return 1066 return or 1065 --

25 THE WITNESS: I don't know.

1 MR. MITCHELL: A partnership or informa-
2 tion return for the Farm and Ranch, the
3 Ramiro Carrillo and Brothers, Judge, is a
4 fiduciary return which also will be inter-
5 locked into the 1040 form which we will
6 produce those.

7 We will produce the -- we have no return,
8 no schedule C's or any return relating to
9 Benavides Implement and Hardware other than
10 income from Benavides Implement and Hardware
11 which will be included in the gross income
12 from rental on the 1040 form.

13 Now, am I correct on that, Judge
14 Carrillo?

15 THE WITNESS: Yes, sir.

16 MR. MITCHELL: I do not have the
17 key to the file cabinet.

18 THE MASTER: The file cabinets?

19 MR. MITCHELL: Yes, Judge Meyers, and
20 out of fairness to Mr. Odam and the Court,
21 if he needs those I will get them at our
22 break and come back this afternoon and
23 deliver those returns to Mr. Odam.

24 THE MASTER: That is fine. I'm sure
25 you all will -- I'm sure you know the

1 telephone number where he is staying.

2 MR. MITCHELL: Yes, sir, I can drop
3 them by and I would also like to have a
4 request that we deliver those with the
5 object in mind of withdrawing them after
6 copies have been made, Judge Meyers.

7 In addition, Judge Meyers, I would
8 like --

9 THE MASTER: If they are offered in
10 evidence I will ask Counsel to have them
11 copied and have really the copies marked
12 and introduced into evidence.

13 MR. MITCHELL: All right.

14 THE MASTER: There is no objection to
15 that, is there?

16 MS. LEVATINO: No.

17 MR. MITCHELL: In addition, Judge
18 Meyers, the name of Gene Powell, the Ranger,
19 has come up in the evidence during our
20 break and Counsel undertook to get with
21 Counsel for the Examiner to try to facilit-
22 ate the movement of the case and Ranger
23 Powell testified under oath on about two
24 or three occasions, Your Honor, on matters
25 which we deem relevant.

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THE MASTER: In what tribunal?

MR. MITCHELL: Before the House Select Subcommittee, Your Honor, in connection with H.S.R. 161.

Counsel has stated to me if I can pull out of the record, which also is locked in the same filing cabinet in the hall, Gene Powell's testimony, and it would be as I understand, Mr. Odam, I think he testified two or three times, I would like to mark that and submit that to you this afternoon for the purpose of making it a part of this record and that will obviate the necessity of subpoenaing Gene Powell, the Texas Ranger, Judge Meyers.

THE MASTER: All right, now, you did the same thing in connection with Mr. Arnulfo --

MR. MITCHELL: -- Guerra.

THE MASTER: -- Guerra's testimony. I wonder if you have at this time extracted it and put it together so that I can see it.

(Discussion off the record.)

1 THE MASTER: You may proceed, Mr.
2 Odam.

3 MR. ODAM: Yes, Your Honor, I would
4 like -- I would like to first of all ask
5 and this is off the record.

6 THE MASTER: All right.

7
8 (Discussion off the record.)

9 THE MASTER: All right, let's get back
10 on the record, Mr. Chatham, and you may
11 proceed, Mr. Odam.

12 MR. ODAM: Yes, sir, again for clarifi-
13 cation, it may be on the record, it is our
14 intention, the Examiner's intention to
15 handle the cross-examination in two manners
16 just like we did on the presentation of our
17 case.

18 Number one, being we will proceed in
19 an orderly manner like Mr. Mitchell did in
20 paragraphs 1, 2, 3, 4, et cetera, and in
21 that regard, we will proceed with only one
22 lawyer asking questions with respect to
23 that paragraph.

24 Your Honor, since one of us prepared
25 our case on each one of these, for example,

1 on Cash Store, Ms. Levatino will start off
2 on the Cash Store, she was not here when
3 Manges versus Guerra was presented and I
4 would present questions for cross-examination
5 on that. Now, that is our intention.

6 THE MASTER: You're asking leave to
7 have more than one attorney cross-examine,
8 but you will not have more than one attorney
9 cross-examine on the various paragraphs?

10 MR. ODAM: That is correct.

11 MR. MITCHELL: No objections.

12 THE MASTER: I will permit that.

13 MR. ODAM: Thank you.

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17 E X A M I N A T I O N

18
19 BY MS. LEVATINO:

20 Q Judge Carrillo, on two prior occasions in connec-
21 tion with this proceeding, you declined to answer
22 any questions with regard to Article 1, the Cash
23 Store, in the first amended notice of proceeding
24 on the grounds that it would be in violation of
25 your Fifth Amendment rights and your answers would

1 tend to incriminate you.

2 You have now decided to answer some ques-
3 tions. What caused you to change your mind on
4 that?

5 MR. MITCHELL: May I respond to that,
6 Your Honor, as the lawyer --

7 THE MASTER: I think she is asking him
8 the question and not you, Mr. Mitchell.

9 MR. MITCHELL: All right, sir.

10 A It was on advice of counsel.

11 Q Both the answers -- the initial refusal to
12 answer and the subsequent answering of questions
13 was on advice of your counsel?

14 A Yes, sir.

15 Q All right.

16 A Yes, ma'am, I am sorry.

17 Q Judge Carrillo, in 19 -- from 1960 to 1970, I
18 believe you testified you were county attorney
19 and during that time were involved in the welfare --
20 of what is being called in these proceedings as
21 the welfare program of Duval County. Is that
22 correct?

23 A Yes, ma'am.

24 Q And during that period of time, 60 through 70,
25 you were actively involved in that particular

1 program, is that correct?

2 A Part of the time.

3 Q Would you tell or restate for the record what
4 part you were actively involved in and when you
5 weren't.

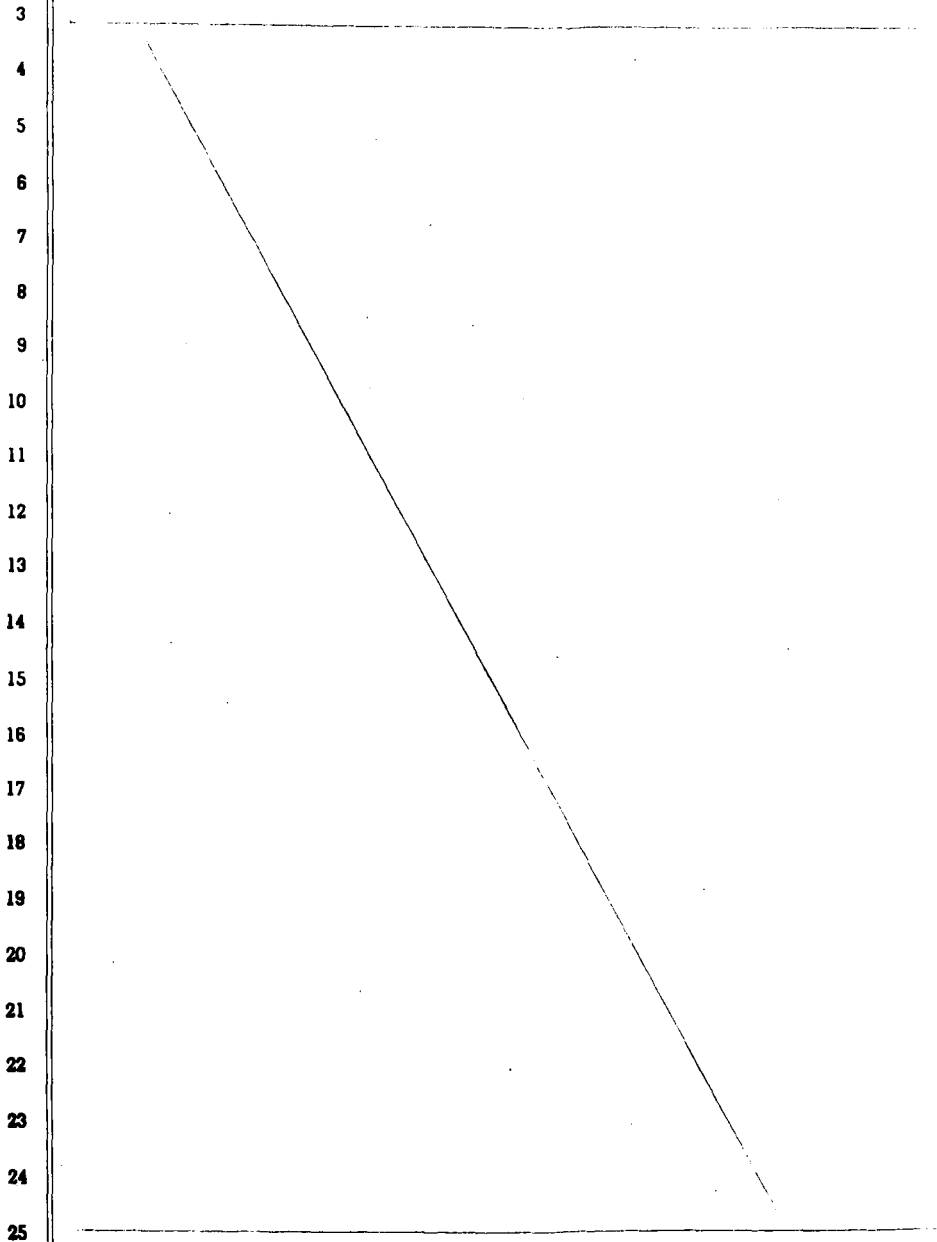
6 A Well, as I say, as my duties permitted me to
7 do so, I was active. When my duties as county
8 attorney kept me busy and these matters came up,
9 my office as county attorney in San Diego, and
10 people asked for welfare orders over in Benavides
11 or came in over from surrounding areas, they
12 would go to Mr. Couling or Mr. Zertuche and they
13 would get their orders from them and then advise
14 me that certain individuals had come by or that
15 the store or drug store or the doctor had called
16 in about certain individuals and they had author-
17 ized orders to those folks.

18 Then, I would -- I was the one that had to
19 put his signature on the order, whether or not
20 I actually authorized the individual himself to
21 have it.

22 Q Okay. And this continued throughout the period
23 of 1960 through 1970, during your duties as
24 county attorney?

25 A It began when I became county attorney and it

1 became less and less as I went forward toward
2 1970.
3



1 Q I believe you testified, Judge Carrillo, that
2 the county commissioners did set up a certain
3 budget for each precinct on the welfare matters?

4 A Yes, sir.

5 Q And within each precinct, each person who was
6 authorized to give welfare authorizations had a
7 budget themselves?

8 A Yes.

9 Q Do you recall your budget for 1970?

10 A In the year 1970, I don't remember the exact
11 amounts of the whole budget for the whole
12 precinct. Someone might use more or less and no
13 one went over the amount. In the year 1970,
14 I resigned as county attorney in the latter part
15 of February and that concluded my active role as
16 to the issuance of authorizations.

17 When I announced my candidacy for district
18 judgeship, I had to resign my office as county
19 attorney.

20 Q So your active role ceased in January or February,
21 1970, after you announced for district judge?

22 A Whenever I announced. I don't recall the exact
23 date I resigned as county attorney. I would
24 imagine it was just about that time and it might
25 have been earlier, I don't recall. I know I

1 resigned before I announced.

2 Q Now, going back to the questions put to you on
3 your specific budget, do you have any recollection
4 how much you were authorized to give out during
5 this period from 1960 to 1970?

6 A No, ma'am, I don't.

7 Q Do you recall how much you gave out during that
8 period of time?

9 A Well, in the beginning, I believe everybody,
10 including Mr. Atlee Parr, as a commissioner, would
11 send his people over to me with a piece of paper
12 or something so there would be no duplication.
13 They were going to both of us and getting orders
14 from both of us. We sort of centralized the thing
15 to where I would give the order and then, you see,
16 they would send the individual to me, so I would
17 send out the purchase order.

18 Q Can you describe what these purchase orders looked
19 like?

20 A Well --

21 Q Let me ask you this. Was it a printed form or
22 something you wrote out?

23 A Sometimes it was printed and sometimes it was
24 something you wrote out, depending upon where you
25 were. There was a time -- I believe you are

1 referring to the yellow slips.

2 There was a time when we didn't have the
3 actual printed form.

4 MR. MITCHELL: Could I hand you any of
5 the exhibits that would permit you to answer
6 those questions, Judge Carrillo?

7 Is that permissible, Your Honor?

8 THE MASTER: Yes.

9 MR. MITCHELL: All right.

10 Q (By Miss Levatino) When you testified previously,
11 you signed forms and blanks and left them with the
12 Zertuche Store, could you tell us the kind of
13 forms you signed in blank?

14 A Yes, ma'am. There is one right in front of me
15 right here. It is E-55, Page 351.

16 Q Is that the one that says Duval County Welfare
17 Department?

18 A Yes.

19 Q Then you said you also wrote out some forms in
20 your own handwriting, so I would like to have you
21 turn to Page 353 in Examiner's Exhibit E-55 and
22 tell us if the items appearing on the left-hand
23 side, as previously identified as the long white
24 and yellow slips, is that what you were talking
25 about?

1 A Yes.

2 Q Are these the items that you also filled out?

3 A Yes.

4 Q Did you in fact write out the slips on the
5 right-hand side of the page saying Cash Store,
6 giving Rosa Rodriguez twenty dollars in groceries
7 with your signature?

8 A Yes. I might state that this order here would go
9 back to the sixties, sometime back there.

10 Q When you said these orders, do you mean everything
11 on that page?

12 A Yes, these were the times, like I say, when I
13 would come into the office. Sometimes I would give
14 the actual individual -- I would authorize or call
15 in to the store, if I was in San Diego, and I
16 would call and say give so and so groceries or
17 medicine or tell the doctor over the telephone to
18 go ahead and I will send you an order later.
19 Sometimes I would come to Mr. Couling or Mr.
20 Zertuche and they would tell me they had
21 authorized welfare orders to certain individuals
22 and I would authorize them. I was the one
23 authorized and if they were signed by them, they
24 were no good.

25 Q On Page 353, on E-55, these reproductions of slips

1 that say give Tete Chapa twenty dollars, GR,
2 I assume that is groceries?

3 A Yes.

4 Q This is the slip you would hand to the individual?

5 A Not necessarily. It might have been sent to the
6 store after the groceries had been picked up.
7 Like I said, sometimes they would call in from the
8 grocery store and say look, so and so is here and
9 he wants something and they would either okay or
10 not okay it over the telephone. Then we would
11 send it back to them.

12 Q Okay. I would like to refer you to the next page,
13 Page 354, which contains some more of these
14 individual slips and ask you why each of these is
15 made out for twenty dollars?

16 A We used to set a limit which would change every
17 now and then of how much we would give an
18 individual for groceries.

19 For example, one hundred dollars for a
20 funeral service and one hundred for hospitalization
21 and things like that.

22 Q Was that a limit per month or week or per year?

23 A It would be a limit per month, that is, not to
24 exceed that amount. It could be less, but not to
25 exceed that amount.

1 Q What is the relationship of that limit in the
2 twenty dollars, was that the limit?

3 A If they said you can't give an individual more
4 than twenty dollars, that was it.

5 Q Who set that limit?

6 A We did ourselves. For example, if I had a budget
7 of one thousand for a month, I had an idea how it
8 was going to go for groceries and funeral and
9 hospitalization and how much was going to go for
10 a doctor and how much was going to go for a
11 pharmacy or whatever it was, and we more or less
12 were doing this month after month and you sort of
13 get an idea of how much you are going to be able
14 to allot yourself in order not to go over the
15 amount due at the end of the month.

16 Q When you say you limit each person to twenty
17 dollars a month, would that be your authorization
18 or --

19 A It was not a direct order from the Commissioners
20 Court that limited the amount of the expenditure.
21 In other words, if I wanted to take a chance and
22 pay five hundred dollars for someone's hospital
23 bill, that meant my budget had been cut down that
24 much. It could change and the final and complete
25 discretion was for the person giving out the order.

1 Q Do you recall how long this twenty dollar limit
2 was in effect while you were actively in the
3 welfare program?

4 A No, I don't. It has been quite a while.

5 Q I believe you testified now that you became
6 relatively inactive, or still had some part of
7 this, up until you resigned your county attorney's
8 position, did you not?

9 A Yes.

10 Q And during that time, Mr. Zertuche and Mr. Couling
11 handled it prior to your resignation?

12 A They handled most of it.

13 Q Why did you not continue to let them handle it,
14 since they were filling out the forms after you
15 resigned?

16 A Why didn't I let them continue?

17 Q Yes.

18 A I was no longer a county official.

19 Q Then you didn't have the authority to give the
20 welfare?

21 A They never said you can't give out orders or
22 anything like that. I just, as I recall, to my
23 best judgment -- there might be times I referred
24 to someone, when they came in to me, like people
25 came to me and asked for some kind of help, then

1 I would refer them to the different persons or
2 individuals.

3 Q After you resigned your county attorney position,
4 you still wrote out these white slips?

5 A No, not after that.

6 Q In other words, these slips we have just looked
7 at and attached to previous testimony to a claim
8 submitted in July, 1970, clearly this was quite a
9 while after you resigned and you didn't write
10 those in July?

11 A No, I don't believe I did. If it is attached to
12 that, I don't -- I don't believe I did.

13 Q Even though these correspond --

14 A Could I see those?

15 Q I believe you have Examiner's Exhibit E-55?

16 A Yes.

17 Q Pages 353, 354 and 355.

18 A Yes, I see those.

19 Q Those are the ones that appear in the claim
20 jacket on Page 353 and the record further shows --

21 A These yellow slips were contained in that claim
22 jacket?

23 Q Yes.

24 A I don't believe they were.

25 Q Mr. Meek and others have testified they were.

1 A I have sat through all of these hearings and I
2 don't believe Mr. Meek testified they were there.
3 I believe, if you look at the testimony of Cleofus
4 Gonzalez, he testified that he had taken these
5 home to hold as a sort of a blackmail, to hold as
6 evidence if it was ever needed.

7 Q Then it is your testimony then, -- I would like to
8 refer you now to Page 361 and 363 in the same
9 exhibit.

10 A What page?

11 Q Pages 361 through Pages 363.

12 A Yes. This yellow slip first appeared at the time
13 of the impeachment hearing of the Select
14 Committee in Austin.

15 Cleofus Gonzalez produced them and he clearly
16 testified that he had taken these yellow slips
17 home and that he had taken certain materials home
18 with him and he kept them there and this was in
19 case he ever needed to use them against any one
20 of us. I think the record of that impeachment
21 hearing will show that.

22

23

24

25

1 Q Judge, when you are speaking of the impeachment
2 trial in Austin --

3 A No, I'm speaking about the Select Committee,

4 MR. MITCHELL: That's right.

5 A The record of the Select Committee.

6 MR. ODAM: That is when they were
7 produced the first time.

8 Q The first time they were produced?

9 A The first time they were produced, they did not
10 come out of any jackets belonging to the county.
11 They came out of the person of Mr. Cleofus
12 Gonzalez.

13 MR. MITCHELL: I think that's what the
14 problem is, Judge, and Counsel is correct
15 that those very same yellow slips, and
16 they, of course, are not colored in this
17 record, at the Senate, that is, at the
18 trial on the Articles of Impeachment.

19 Now, at that time, Counsel intro-
20 duced them and they then found their way
21 into a claim jacket. Am I right, Judge
22 Carrillo, do you recall that?

23 THE WITNESS: I don't know that they
24 found their way into --

25 THE MASTER: Now, I don't know what that

1 is, Mr. Mitchell, but she has Judge Carrillo
2 on cross-examination.

3 MR. MITCHELL: But the problem is that
4 the yellow slips are not before us and I
5 don't know where they are. Do you, Coun-
6 sel?

7 MS. LEVATINO: Mr. Mitchell, the yellow
8 slips that are before us in this proceed-
9 ing are the ones that were produced in the
10 Examiner's Exhibit 55, this entire batch
11 which correspond to other Exhibits intro-
12 duced in the Senate Impeachment proceedings
13 in which the entire contents of each one
14 of the claim jackets, along with a printed
15 Duval form, which was spoken of, and the
16 invoices from the Cash Store and the slips
17 which we are referring to as the white or
18 yellow slips as they were contained in each
19 one of those jackets, are part of the Senate
20 Exhibit and part of E-55.

21 MR. MITCHELL: Counsel, you were not
22 at the hearing before the Senate -- the
23 House Subcommittee when Judge Carrillo --
24 now, that is what I am trying to clear up.
25 Cleofus Gonzalez first produced those, am

1 I correct, Judge Carrillo?

2 THE WITNESS: Yes, sir.

3 MR. MITCHELL: Those were not first
4 produced at the Senate hearing. I know
5 what you're talking about because you
6 handled the examination of the witness in
7 the Senate, the examination of Mr. Meek,
8 but what Judge Carrillo is testifying here
9 and it is a fact, Judge, I can produce the
10 record, those yellow slips were produced by
11 Cleofus Gonzalez before the House Subcommittee.

12 MS. LEVATINO: May I just say one
13 final thing, Judge, I believe to straighten
14 this out for Mr. Mitchell. We will go and
15 get the white slips that Mr. Gonzalez intro-
16 duced into the House testimony. Those are
17 not the white slips that are in here, they
18 were not introduced with regard to a county
19 claim.

20 These are the white slips, these are
21 the ones that came in with the claim jackets
22 in the Senate and the original white slips
23 which were introduced in the House proceed-
24 ings remain as Exhibits to the House proceedings
25 and are not a part of and never have been

1 introduced as part of either the Senate or
2 this, and I will be happy to produce those.

3 MR. MITCHELL: I don't want to quarrel
4 with you, but you are going to find that
5 those are yellow slips that came in under
6 that.

7 THE WITNESS: Yellow slips.

8 MR. MITCHELL: Under the House, am
9 I correct, Judge?

10 THE WITNESS: The yellow slips, yes.

11 MR. MITCHELL: They are yellow slips
12 that came in and that is the reason I
13 raised the question to begin with.

14 THE MASTER: Let's proceed with the
15 examination of this witness.

16 MR. MITCHELL: I'm sorry to interrupt,
17 Judge, but I knew we were going to get into
18 that.

19
20 - - - - -

21
22 EXAMINATION CONTINUED

23
24 BY MS. LEVATINO:

25 Q Judge Carrillo, I believe I just referred you to

1 pages 361 to 363.

2 In this record, the testimony was that the
3 items contained on page 361, which are reproduc-
4 tions of a white or a slip saying, "Give Rosa
5 Garza twenty dollars groceries," with your
6 initials throughout that page.

7 And then on page 362 and page 363 were part
8 of and contained in the jacket which appears on
9 page 360, labeled Examiner's Number A-3040.

10 A Would you repeat that long question again,
11 please.

12 Q I am just telling you what is in the record and
13 I haven't posed a question to you yet.

14 A All right.

15 Q All right, claim number A-3040 and the material
16 inside, if you will look at the various Cash
17 Store and Duval County welfare department forms
18 they are dated in October and November of 1970,
19 is that correct?

20 A Yes.

21 Q All right, so that these claims would be made
22 after, for after a time in which you have just
23 testified that you resigned your activities as --
24 not resigned, I'm sorry, excuse me, your activities
25 as part of the welfare program.

1 A I think I can explain that easily enough. It is
2 a fact that generally the same people came in
3 every month for their order, for years. In
4 other words, if there was a Rosa Garza that was
5 coming in this month for an order, she would come
6 in every month, and would come in.

7 Q So you would write these slips out every month
8 to the same people?

9 A Not these slips. I think these slips are written
10 out once or twice when the forms were not avail-
11 able; other than that, they were given out in a
12 regular welfare order.

13 Q Okay. Judge Carrillo, in -- staying on this
14 particular part of Examiner's Exhibit 55, did
15 you authorize Rosa Garza or Johnny Salinas or
16 Joe Sandajar, whose names appear in that Exhibit
17 to receive twenty dollars of groceries during
18 this time?

19 A I ultimately did. I don't know that I did it
20 personally or not, or whether or not Mr. Couling
21 or Mr. Zertuche or somebody else did it for me,
22 but if they came back and they told me that they
23 had authorized a grocery store or somebody to
24 give those people groceries, then I had to okay
25 the form.

1 Q Okay. So that at the time these claims were
2 presented, you had authorized them to receive a
3 certain amount of groceries under the county
4 welfare program, is that correct?

5 A In effect I had approved them. They might have
6 been authorized by somebody else and I had approved
7 that authorization.

8 Q Okay.

9 A I'm trying to be as concise as I can with you.

10 Q I understand. All right, if you will now turn
11 to ~~page~~ 380 and 383 of the same Exhibit, Examiner's
12 Exhibit 55.

13 The reproduction isn't quite as clear, but
14 on those pages, there are also reproductions of
15 the slips in your handwriting for groceries to
16 such people as Pat Garza, Mike Ruiz.

17 The next page 382 and 383, would it be your
18 same testimony that you ultimately did approve
19 those particular authorizations?

20 A Here I notice that there is in 71, and I will
21 notice these are going to be those yellow slips
22 that were handed out during one month and they
23 couldn't have been going through 70 and also
24 through 71 because those were slips for one
25

1 month and they are all together.

2 I notice now since you have asked me this
3 question, and based on the earlier questions of
4 November of 1970, those were not slips that
5 were handed over, over a period of time. It
6 was just a time when we did not have the regular
7 forms and those you are going to find that they
8 were as I recall from the evidence before they
9 were approximately ten or fifteen of them.

10 Now, I forget the number of them, but they
11 were all issued at the same time.

12 Q They were all issued at the same time?

13 A Yes, that is what --

14 Q In other words, all these here --

15 A They were issued at the same time and the
16 reason for that was probably that those orders
17 have been authorized by somebody else other than
18 me and that I was told that they had given this
19 individual those orders and I just wrote them
20 out because I was either out of town or something,
21 and when I came in, whatever happened, they were
22 issued out.

23 But there was not but once or twice
24 that orders were issued on -- or part of a yellow
25 pad to individuals that they had a list of and

1 that is all.

2 And when here -- and I hadn't noticed this
3 and I'm glad you brought it to my attention,
4 that there were some in 1970 and some in 1971
5 and that is incomplete error because they were
6 not -- there was no such thing as that.

7 Q Let me see if I understand you, Judge. In other
8 words, these ones that we have been looking at,
9 at page 382 and we were looking at some on 353
10 and 361 of Examiner's Exhibit 55, these were
11 really all written out at the same time.

12 A As I believe they were, from orders that were
13 given out by somebody else other than myself and
14 I was told, we gave during this period of time,
15 we gave these people these orders and I approved
16 them.

17 Q Who would -- you said someone called and said
18 that the orders had been given out and would you
19 please -- who are you talking about?

20 A Mr. Couling, Mr. Zertuche would have told me
21 that they gave out some orders and I wasn't
22 around to -- I used to go on extended vacations,
23 let me put it that way. For example, I would --

24 (Discussion off the record between
25

1 Mr. Mitchell and the witness.)

2 MS. LEVATINO: Excuse me, Your Honor.

3 THE MASTER: Mr. Mitchell, do you want
4 an opportunity to speak to your client?

5 MR. MITCHELL: Yes.

6 THE MASTER: You are entitled to it.

7 MR. MITCHELL: Yes, Your Honor.

8 THE MASTER: I don't think you ought
9 to interrupt, I think you ought to ask
10 permission to --

11 THE WITNESS: It is a fact that I have
12 been saying Mr. Zertuche, and there are
13 several Zertuches, it is George Zertuche.

14 MR. MITCHELL: I am sorry, Judge Meyers,
15 I did want -- I'm sorry, Counsel, he was
16 saying Zertuche and there has been testimony
17 here and there is at least five of them
18 that I remember.

19 MS. LEVATINO: All right.

20 THE MASTER: Go ahead.

21 Q So George Zertuche, Junior, or Rudy Couling
22 would call you and say some of these orders have
23 been given out and we need the actual authoriza-
24 tion form, right?

25 A Yes.

1 Q Okay, but I thought you had just testified that
2 after 1970, neither Mr. Couling nor Mr. George
3 Zertuche, Junior, handled any of these books
4 any more. In fact, you yourself didn't do that.

5 A That is why I'm saying that these yellow slips
6 that you all are talking about are not for 1970.

7 Q So it is your testimony then that all of the
8 yellow slips -- or all of the slips that we
9 have been talking about that are attached to
10 orders at various times in various years were
11 all written out at the same time?

12 A I believe so.

13 Q All right. Would you remember any -- can you
14 put that in any time frame as to when those were
15 written out?

16 A No, I can't, because like I say, it has been a
17 long time ago. It is going into fifteen years
18 back, from around fifteen years back.

19 Q Okay. Would you turn -- you are saying they
20 were written on a yellow legal pad type --

21 A It was just once or twice it was done because
22 the regular forms were not available and that
23 was way back, as I recall, other than that they
24 were always on a book.

25 Q Okay. Would you now turn, Judge, to page 406 and

1 407 of Examiner's Exhibit 55. Do you have it
2 there?

3 A Yes.

4 Q All right, on page 406 and 407 there are some
5 more authorizations contained that the evidences
6 were included in a county welfare claim jacket
7 which appears on the previous page.

8 Now, this looks like -- and I believe if
9 you will recall examining the evidence in the
10 Senate, these were mimeographed pieces of paper
11 with the "give" typed out and "groceries" typed
12 out. I believe it was purple color, if you
13 recall?

14 A Yes, ma'am.

15 Q Where you just put the name and the amount on
16 it.

17 Now, when were these written by you?

18 A Now, this might have been -- I don't -- I don't
19 know. I don't have the slightest idea when they
20 were.

21 Q Well, you said only once you wrote out these
22 handwritten authorizations because you ran out
23 of the forms and these were on a yellow pad; do
24 you remember writing those out at all?

25 A No, ma'am, I don't.

1 Q Okay. Would those have been written out in 1972?

2 A They might have, but I doubt it because after I
3 became district judge, I gave very few orders
4 out except in emergencies and things like that.

5 Q So, these were written at some time, but you
6 don't know when and that it wasn't written from --
7 it had to be sometime before 1970 or 68, is that
8 your testimony?

9 A No, I can't remember the date, I'm sorry.

10 Q Okay, but you don't think it was in 1972?

11 A No, it could have been. Like I say, I don't
12 recall.

13 Q Okay.

14 A I don't recall when they were.

15 Q Okay, Judge Carrillo, did you ever authorize
16 from 1960 until 1970 the time in which you
17 were testifying you were actively involved in
18 welfare to varying degrees near the end of 1970,
19 did you ever authorize Patricio Garza to get
20 welfare, to get the county welfare program to pay
21 for any of his groceries?

22 A I believe once or twice I might have given him
23 or his wife an order, I don't -- I'm not quite
24 sure.

25 Q Once or twice, okay, Judge, why then from -- on

1 these four sets of pages we have been looking
2 at in Examiner's Exhibit 55, Pat Garza's name
3 appears at least three times on the slips that
4 you wrote out.

5 A Well, like I say, if -- I'm not quite sure if I
6 did, I did, and if I didn't, I didn't.

7 Q All right.

8 A It is impossible for me to go back that long
9 and remember exactly what it was that I was
10 doing.

11 Q Okay. Did you ever give, in these years, 1970,
12 1971 or 72, or authorize either -- Tete Chapa
13 to have his groceries paid for by the county?

14 A Tete Chapa, I used to give orders to quite regu-
15 larly. He used to come in all the time and get
16 them.

17 Q Can you put that in a time frame in 1970, 71
18 and 72?

19 A No, I can't. I just remember that I used to.

20 Q What about his wife, Rosa Chapa, did you give
21 her orders, too?

22 A I think I would probably have given them to
23 Tete, in either his name or his wife's name.

24 Q We talked a little bit or you testified a little
25 bit ago about the twenty dollar limit, the

1 self-imposed twenty dollar limit. Would that be
2 per person or per family, per month?

3 A No, it would be per family I would imagine. If
4 the husband came in and then the wife came in,
5 I don't think we would duplicate it.

6 Q Okay. Judge Carrillo, I believe it is in evi-
7 dence that you own a ranch named the Borjas Ranch?

8 A Yes, I do.

9 Q And you have some employees out there, one of
10 which is Mr. Patricio Garza?

11 A That's correct.

12 Q And is he basically a full time employee out
13 there?

14 A He is now.

15 Q How long -- you say now, how long?

16 A The last couple of years.

17 Q Since 72?

18 A Maybe. Now, we are coming into three years.

19 Q All right.

20 A I don't remember the exact time.

21 Q Who else -- do you have any other full time
22 employees on the Borjas Ranch?

23 A No, sir, he is the only one.

24 Q Do you have any part time employees on the Borjas
25 Ranch?

1 A Part time, I hire by the truckload whenever we
2 are going to have a roundup or something like that
3 because I have a whole bunch of people that --
4 some go to work and some go to watch and visit.

5 Q How often, say, in the year 1972 or any year
6 from 71 to 74 do you have people working out
7 there part time on weekends, to your recollection?

8 A A couple of weekends a month, I would say,
9 something like that.

10 Q When these people do work for you part time on
11 weekends, do you buy beer and let them drink
12 that?

13 A Yes.

14 Q Or perhaps feed them lunch?

15 A I do.

16 Q Or cook some food out there?

17 A Yes.

18 Q Okay, and that would be about, I believe you
19 just said, two weekends a month or every other
20 weekend or something like that?

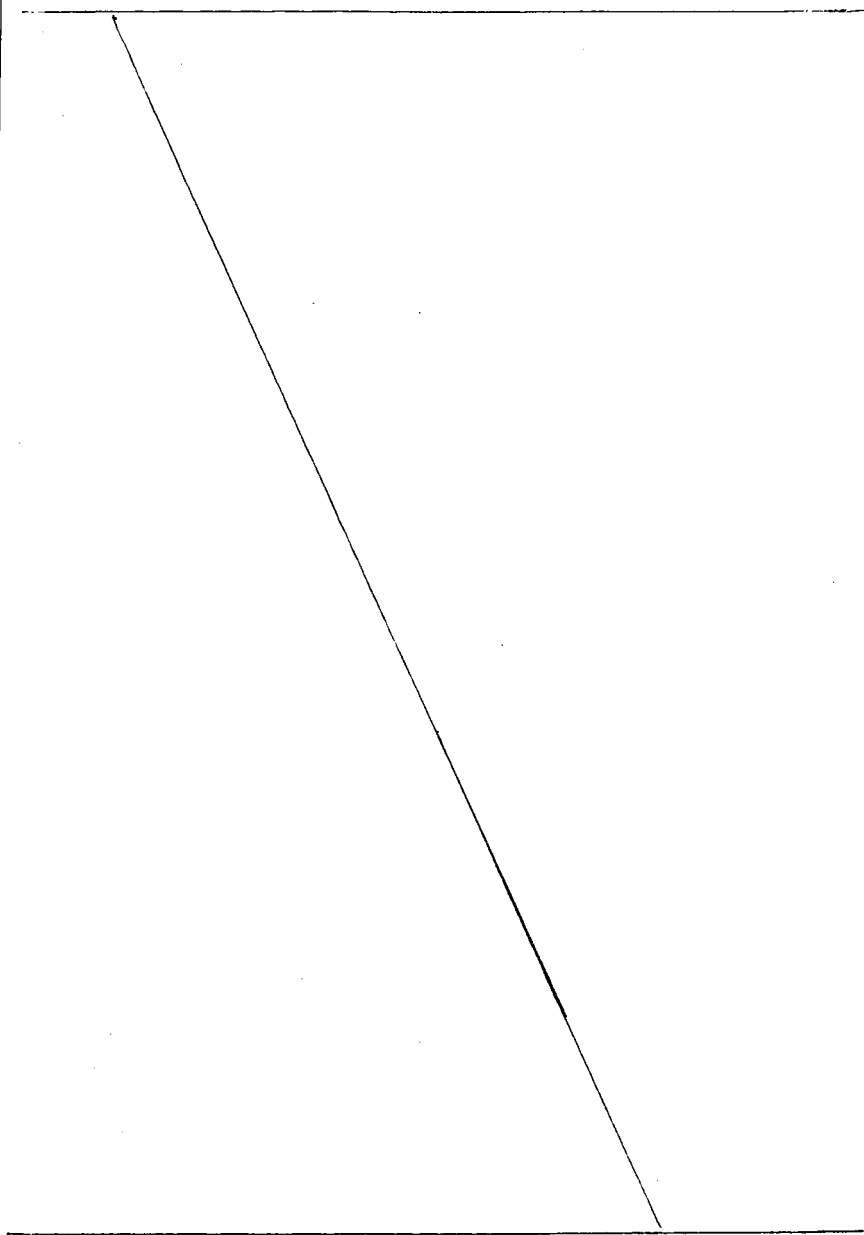
21 A It all depends on the situation, Ms. Levatino,
22 what is going on.

23 Q Okay.

24 A Sometimes you will have the screw worm season,
25 sometimes you have the brucellosis season and

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matters that come up that require a more
frequent roundup than others.



1 Q I believe you testified, Judge Carrillo, you did
2 have a charge account at the Cash Store?

3 A I did.

4 Q And you had had it for many years?

5 A Yes, I did.

6 Q Have you bought beer and food and so forth there?

7 A Yes, sir.

8 Q In the time frame of 1970 to 1975, did you
9 personally go in and pick up groceries?

10 A Yes, ma'am.

11 Q Did you have other people go in and pick up
12 groceries?

13 A Yes, Tomas Elizondo, Roberto Elizondo, Patricio
14 Garza and several other individuals who might be
15 going out there that would go by.

16 Q When they went in and picked up groceries for you,
17 would they pay for them right there?

18 A No, charge them to my account.

19 Q And they signed an adding machine tape?

20 A Yes, but with Patricio Garza, I fussed quite a
21 bit, because he doesn't know how to read or to
22 write. I wanted a book where I wanted everything
23 itemized, insofar as he was concerned, because
24 they would add any particular figure and if he
25 were presented a fifty dollar ticket for him to

1 sign, he would sign it, because he didn't know
2 how to read or to write. With him it was a fact
3 I didn't really want him to go, because I had the
4 idea that we were getting billed for more than we
5 were getting, but I did authorize him to go out
6 there and charge things to me.

7 Q Can you estimate for the Court, Judge, about what
8 your monthly charge might have been at the Cash
9 Store?

10 A No, I can't.

11 Q Judge Carrillo, I believe there is testimony we
12 have heard that the Cash Store was open some
13 pretty long hours, all weekdays, and used to be
14 open on Sunday, too?

15 A Yes, ma'am.

16 Q And there is no bank in Benavides?

17 A Yes.

18 Q Did you ever cash checks for cash in the Cash
19 Store?

20 A Sometimes, I did.

21 Q Putting it in a time frame, between 1970 and 1975,
22 did you cash checks for cash?

23 A Sometimes I did.

24 Q Can you give us any estimate on approximately
25 how much you may have cashed checks for cash?

1 A No, not too much.

2 MR. MITCHELL: In view of the
3 stipulation as relates to the transactions
4 in 1974 and 1975, I am going to object to
5 the last two questions as going into 1975
6 as being irrelevant and immaterial.

7 THE MASTER: Well, I think Count 1,
8 you are not entitled to go into 1975.

9 MISS LEVATINO: Yes, I will rephrase
10 that.

11 Q (By Miss Levatino) From 1970 to 1974, can you
12 estimate in any one of those years, or give us an
13 idea how much total amount you may have cashed
14 in the store for cash?

15 A No, but it was not much, because I was always
16 visiting at the banks in Alice and Rio Grande City,
17 so it was not very much. I didn't generally need
18 to have that much cash on hand.

19 Q Judge Carrillo, Patricio Garza works for you; is
20 he called Patricio or Pat?

21 A Patricio.

22 Q Do you know any other Patricio Garza in Benavides?

23 A No, I believe I do not. You have to realize here,
24 we are talking about a whole precinct, not just
25 Benavides. It included also the ranching

1 population.

2 Q Do you know any other Patricio Garza in the
3 precinct other than Benavides?

4 A No, I don't believe so.

5 Q Did you ever give welfare to someone you didn't
6 know?

7 A If someone told me they had given welfare, I
8 would okay it.

9 Q But you don't know of any other Patricio or Pat
10 Garza in Precinct No. 3?

11 A No.

12 Q Do you know Mike Ruiz?

13 A Yes.

14 Q Where does he live?

15 A He used to live in Benavides.

16 Q Does he still live there?

17 A No.

18 Q When did he move?

19 A I don't remember.

20 Q Would you say it was five years ago?

21 A I don't have the slightest idea.

22 Q Would you know if he was in Benavides a year ago,
23 living there?

24 A No, I would say he was not.

25 Q Two years ago?

1 A I can't tell you exactly when he left.

2 Q All right. Do you know any other Mike Ruiz
3 besides the one we are discussing right now in
4 Precinct 3?

5 A I believe there are three of them, all cousins,
6 to tell you the truth.

7 Q Do they live in Benavides?

8 A They do.

9 Q And they are all called Mike or Mike Ruiz?

10 A Mike or Miguel.

11 Q Taking Mike No. 1, where would that Mike work in
12 Benavides; can you tell us?

13 A No, I can't. I think now -- there are -- there
14 might be one still there, but I think they have
15 all grown and left town.

16 Q Of these three cousins we are speaking about, what
17 were their ages, generally?

18 A Eighteen or nineteen years old, something like
19 that.

20 Q Today that would be their age?

21 A No, back then.

22 Q What do you mean by back then?

23 A Back when I knew them; like I say, it has been a
24 couple of years since I have seen them.

25 Q Would you -- under the county welfare program, are

1 children authorized to get welfare groceries?

2 A Many, many times a welfare youngster, fifteen
3 or sixteen years old, would come over and say my
4 mother or father needs groceries.

5 Q Would you authorize that in the name of the child
6 or the parent?

7 A It all depended.

8 Q What would it depend upon?

9 A Well, on the size of the child. If we are talking
10 about a ten year old child, then it would go to
11 the father or mother, but if an eighteen or
12 nineteen year old person, the order might be
13 given to him or to his parents.

14 Q I believe you testified before you know Tete
15 Chapa or Rudolfo Chapa?

16 A Yes.

17 Q Do you know any other Tete Chapa in Benavides?

18 A That is the only Tete Chapa I know.

19 Q Do you know any others in Precinct 3?

20 A He is the only one I know.

21 Q I believe the record reflects he has a brother
22 named Toto Chapa.

23 A Well, that family group grew up right almost next
24 door to us and my mother, I recall, used to make
25 a joke of it, because they had such beautiful

1 names and such horrible nicknames. They were
2 Tete, Toto and Cocho, which is a short for pig,
3 you know, and that is the reason she complained
4 about the names.

5 Q Did you know Toto Chapa?

6 A Yes.

7 Q Does he live in Benavides?

8 A He lived there until recently and went back and
9 forth, until I granted the divorce not too long
10 ago. He had been working out of Corpus Christi,
11 but his family was over there and I think still
12 are, to tell you the truth.

13 Q Are you saying he lived in Benavides until
14 recently?

15 A He worked in Corpus Christi and his family lived
16 at a ranching community near Benavides.

17 Q By his family, do you mean his wife and children?

18 A Yes.

19 Q Do you know any besides Tete and Toto Chapa, any
20 other families with a first name beginning with a
21 T in Benavides?

22 A There were Chapas all over. Some are relations
23 and some are not. It would be hard to say,
24 because I would not know all of them.

25 Maybe I had better change that, because I

1 would not want that to be made public for people
2 that vote for me, but I knew them, but I didn't
3 know their names. I would see them and recognize
4 them, but I didn't know their names, but I knew
5 they were Chapas, but not their first names.

6 Q Do you know any of them that have the initial
7 T or do you just know their last names?

8 A I just knew their last names.

9 Q Do you know Rosa Chapa that lived in Benavides?

10 A Again, I say that we are talking about the
11 precinct, we are not talking about just Benavides,
12 and there could be some more Rosa Chapas. I
13 could be mistaken, but I don't know for sure.

14 Q On the slips which are in evidence in E-55, the
15 names of Tete Chapa and Pat appear. Would those
16 names be in reference to the Tete and Rosa Chapa
17 and Patricio Garza that testified here?

18 A I imagine so.

19 Q Judge Carrillo, what is the population of
20 Precinct 3 of Duval County, if you know?

21 A Precinct 3 constituted over half of the county.
22 I don't know the exact amount, but until it was
23 redistricted recently, it was half of the county.

24 Q By half the county, do you mean populationwise or
25 areawise?

1 A Both.

2 MISS LEVATINO: May I have a moment?

3 THE MASTER: Yes.

4 Q (By Miss Levatino) Judge Carrillo, I believe you
5 know Mrs. Lauro Yzaguirre?

6 A Yes.

7 Q Would you classify her as a political ally or
8 opponent of yours?

9 A An opponent. I don't believe any ally would lie
10 and testify like she did.

11 Q I think I have just one more question.

12 Judge Carrillo, the twenty dollar limit we
13 spoke of, was that for each family and informally
14 agreed to, would that be twenty dollars that your
15 informal limit would be and the other people in
16 your precinct, such as, I assume your brother
17 Ramiro was authorized to give out orders for
18 groceries?

19 A It was sort of an informal figure. It could change
20 from one month to the other, depending on the money
21 you had available.

22 Q But generally all the people in Precinct 3 that
23 had the authorization to give welfare groceries,
24 from 1960 to 1970, when you were active in it,
25 would limit themselves to twenty dollars a family?

1 A Well, it changed. It could be thirty or forty
2 or twenty or fifteen. It changed from time to
3 time, depending on the budget we had.

4 Q When it changed, would you all go to thirty or
5 forty or twenty or something like that?

6 A Not necessarily. If I had a thousand dollars to
7 give, I would budget it myself. If Atlee Parr
8 wanted to give somebody thirty or forty dollars,
9 that was his prerogative. If he wanted to spend
10 all of his funds for one individual, it was up
11 to him.

12 Q So the twenty dollar limit was something you
13 decided you would set for your limit?

14 A That was more or less when I was really controlling
15 most of the welfare for Precinct 3. After that
16 ceased, I didn't have any set amount, except when
17 somebody approached me for some help, I would say,
18 would you go to so-and-so and see if he can and
19 will you help out Mrs. So-and-So with some
20 groceries and that was it.

21 Q To answer the question, the twenty dollar limit
22 I originally thought it was only your limit, but
23 it was what everybody wanted to do, but that
24 twenty dollars was your limit?

25 A Yes.

1 MISS LEVATINO: Your Honor, I think
2 we are about through, but may we have a
3 conference about it?

4 THE MASTER: Well, let's go ahead and
5 break now for today and you may confer and
6 see if you have anything further in this
7 regard.

8 MISS LEVATINO: That is fine, Your
9 Honor.

10 THE MASTER: Let's break for today and
11 we will be in recess until 8:30 tomorrow
12 morning.

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14 (Whereupon, at 1:00 o'clock p.m.,
15 Monday, December 8th, 1975, the hearing was
16 in recess until Tuesday, December 9th, at
17 8:30 a.m.)

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