

UNITED STATES GOVERNMENT

# Memorandum

TO : DIRECTOR, FBI

FROM : SAC, LAS VEGAS (92-1842) (P)

SUBJECT: BARNETT B. MAGIDS /  
AR  
OO: Las Vegas

DATE: 5/24/66

Enclosed is one copy of FD 302 reflecting interview of BARNETT B. MAGIDS.

The subject first came to the attention of the Las Vegas Office when we received information from Houston in a case under subject's name involving a possible violation of FRA statute concerning the Lexington State Bank, Lexington, Texas, Houston file 29-657. The information furnished by Houston was that as a result of a fraudulent scheme on the part of MAGIDS, various lending institutions suffered losses of about \$2,000,000, of which \$1,000,000 was unaccounted for. During the course of this investigation by Houston, it was determined that the subject had made statements that he had an undisclosed interest in a "high rise" building in Las Vegas. Also, there were located a number of large checks (totaling \$128,000) made payable to various casinos in Las Vegas, namely the Stardust, Tropicana, Sands and Desert Inn Hotels.

Due to the fact that MAGIDS obviously was a frequent visitor to Las Vegas and a "high roller", an interview of him was sought since he obviously would be in a position to possess some information of possible value to us in the criminal intelligence program. Since that time an additional case has developed under the caption of [redacted] ET; [redacted] - VICTIM, ITAR - Extortion, Bufile 92-4221, Las Vegas file 166-320. In this latter case there does not appear to be a violation and a report is presently being prepared in this case.

MAGIDS was subsequently re-interviewed by the Houston Office on 4/25/66, at which time he furnished certain information but stated he would not furnish other information which he alleged to be in his possession, unless he was promised immunity from prosecution and received a guarantee

ENCLOSURE

- 2- Bureau (Enc. 1)
  - 1- Houston (29-6571) (Info)
  - 1- Las Vegas Airtel to LV
- WES: rbs.  
(4)

MCI-16-  
92-9303-1  
REC-112  
MAY 25 1966

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LY 92-1842.

that any information furnished by him would not be used against him in a state court. It is noted that he is presently under an 18 count indictment for fraud in Houston and involuntary bankruptcy proceedings brought by three Houston title companies. He claims that he is also under investigation by the IRS but does not know whether this is so.

The Bureau will note from the enclosed interview with MAGIDS he identifies owners of the Thunderbird Hotel as [REDACTED] (JOE) WELLS and ASH RESNICK. The Bureau will note that in report submitted under the caption Thunderbird Hotel, that [REDACTED] is known to be an owner of the property on which the Thunderbird is located, however, though he was formerly an owner of record in the casino, he was not an owner of record of the casino at the time referred to by MAGIDS. However, from information coming to the attention of this office through informants, it is apparent that [REDACTED] maintained an undisclosed ownership and that possibly the person fronting for him was WELLS.

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In <sup>the</sup> relationship that MAGIDS alleges to have existed between him and WELLS, ET AL, it does not assure that the true position of [REDACTED] would have to be known to MAGIDS, however, there is the distinct possibility some information supporting this could have been brought to MAGIDS' attention and if this were so, then any such information that might be elicited from him would be of inestimable value.

The Bureau is requested to consider the information furnished by MAGIDS and all observations concerning this and advise whether it is felt an approach might be made to the Department to attempt to elicit any information in possession of MAGIDS through his appearance at a grand jury in Houston.

There is no further action contemplated under the above caption by the Las Vegas Office pending advise from the Bureau concerning the above.

## FEDERAL BUREAU OF INVESTIGATION

Date April 26, 1966

BARNETT B. MAGIDS, residence address 4819 Imogene Street, telephone number MO 8-8909, was interviewed at 811 Lovett, Townhouse Number 24.

He stated he does not have an interest in a "high rise" or hotel or casino or any property or any business in Las Vegas, Nevada.

He claimed he had attempted to buy the Thunderbird at Las Vegas about 1963 for some Houston businessmen, whom he did not care to name. The owners of the Thunderbird at that time were [redacted] (First Name Unknown) WELLS, a builder and ASH RESNICK (former professional basketball player). This was never accomplished and the Thunderbird was purchased by DEL WEEB.

He claimed he also had attempted to get financing for the Four Queens Casino and Hotel at Las Vegas but was again unsuccessful. He was promised the gambling concession but received telephone calls from so many different individuals telling him the percentages he would be required to pay that he would not have been able to operate at a profit. He declined to name who these individuals were and the percentages required to be paid to each one.

MAGIDS stated he could tell plenty about how the Las Vegas Hotels protect their customers, how the gambling proceeds are divided up, and all about gambling in Las Vegas, but would not do so unless promised immunity from prosecution and further receive a guarantee that any information furnished by him would not be used against him in State Court. He is presently under an 18 count indictment for fraud in Houston, Texas and involuntary bankruptcy proceedings brought by three title companies in Houston, Texas. He further claimed he is under investigation by the Internal Revenue Service.

On 4/25/66 at Houston, Texas File # HO 29-657

by SA [redacted] /jth Date dictated 4/26/66

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

ENCLOSURE

92 - 9303-1

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HO 29-657

He claimed he first went to Las Vegas, Nevada in 1960 with his wife and another couple. He refused to name the other couple but advised that all four registered at the Tropicana and then went to the casino. He claimed he was completely unknown at Las Vegas and started to gamble with \$1,000.00 he had brought with him and ran it up to \$9,000.00 at the dice table by rolling dice himself, betting on other dice players, but not on each roll of the dice and sometimes passed the dice. He claimed never to have gambled with dice before although he had gambled on sporting events with local Houston bookmakers; he refused to furnish the names of the bookmakers.

During this first evening at Las Vegas "Thay" assigned a man to his party. He refused to identify "Thay" but claimed it is a practice of the casino's to assign a man to an "unknown" who is a heavy winner and this man's job is to keep steering the winner back to gambling tables at the same casino where he has been a winner. This man drove them around to the different clubs to take in the floor shows but always suggested they return to his casino as soon as the show was over to keep the "winner" from losing to another casino.

He claimed it is well known that lavish entertainment, including women, are provided for "winners" and "big losers", provided the losers pay their losses. He refused to name any of the individuals making such offers, refused to say he was provided with such entertainment in Las Vegas and refused to state if he was contacted in any manner after leaving Las Vegas.

He claimed he won \$22,000.00 on his first trip to Las Vegas and returned to Houston with his winnings, however, on his next and subsequent trips he always returned

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HO 29-657

a "loser". He claimed he got "educated" on his second visit as someone was always encouraging him to bet on every roll of the dice and he developed a "neurosis to win". He explained he could never quit until he had lost to the limit of his credit. He refused to state what credit the casinos allowed him and claimed he set his own limit upon his arrival on his second and subsequent visits to Las Vegas.

According to MAGIDS, the operators of the gambling tables quickly checked with bookmakers and gamblers from an unknown's home town to ascertain his paying habits in regard to gambling debts and they place little stock in credit rating or Dun and Bradstreet reports.

He claimed once to have been ahead \$137,000.00 at the Tropicana and even though some friend, whom he would not name, advised him to quit, he continued to gamble for three days straight losing the \$137,000.00 plus his limit of credit.

He claimed each time he checked back into a hotel in Las Vegas he would immediately pay off all his "markers" at the casino or casinos he had last visited and then had no trouble having credit extended at his own limit.

According to MAGIDS, he traveled extensively in his business of selling real estate and obtaining financial commitments and thus his wife did not know of his many visits to Las Vegas or of his heavy losses. He claimed all of his gambling occurred in the casinos and he never entered into any private games.

HO 29-657

He stated no matter where you lose your money in Las Vegas, it ends up in the hands of a few individuals. He refused to furnish the names of these individuals, how he knew this, or if by his refusal, he meant he actually did know the identity of these persons.

MAGIDS refused to identify any persons at Las Vegas who extended him credit and also refused to furnish names of anyone cognizant of gambling operations in Las Vegas.

MAGIDS claimed he plans to return to Las Vegas as soon as possible in an attempt to get a loan but refused to name any possible source of subject, loan or the amount. The only delay he stated was his present failure to obtain sufficient funds for the trip.

FBI

Date: 6/3/66

Transmit the following in \_\_\_\_\_  
(Type in plaintext or code)

Via AIRTEL AIR MAIL  
(Priority)

TO: DIRECTOR, FBI  
FROM: SAC, HOUSTON (92-556) (P)  
SUBJECT: BARNETT B. MAGIDS  
AR  
OO: LAS VEGAS

Re: Las Vegas letter to Bureau, 5/24/66;  
0-1 dated 5/31/66.  
Bureau airtel to Las Vegas and Houston,  
dated 5/31/66.

Enclosed for the Bureau are an original and three copies of a letterhead memorandum as requested in referenced 0-1.

One copy of above letterhead memorandum is furnished to Las Vegas.

On 6/3/66, this matter was preliminarily discussed with AUSA [redacted] and he states he would be agreeable to granting immunity to subject if he can determine there is real basis for doing so and if it would not interfere with possible Federal prosecution by Internal Revenue Service for tax matters and the local state prosecution for fraud.

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REC-32 ST-1202-9303-2

- 3 - Bureau (Enc. 4) (AM)
- 2 - Las Vegas (Enc. 1) (92-1842)
- 2 - Houston

18 JUN 8 1966

C. G. Wick  
WGH/lc

(1) ENCLOSURE  
1 cl and 2  
room 1531

[redacted box]  
2241  
NO  
CAL: blu  
6/9/66

Approved: \_\_\_\_\_  
Special Agent in Charge

Sent \_\_\_\_\_ M Per SJK

HO 92-556

In accordance with his request, contact will be made by this office with Internal Revenue Service and local authorities to determine whether immunity is possible in the near future or will have to wait until possible prosecution is complete. At that time, [redacted] will further evaluate the facts and obtain departmental authority if deemed advisable to proceed.

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED

DATE





UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to  
File No.

6015 Federal Building and  
United States Court House  
515 Rusk Avenue  
Houston, Texas 77061

June 3, 1966

**BARNETT B. MAGIDS  
ANTI-RACKETEERING**

By letter dated November 16, 1965, Assistant United States Attorney [redacted] advised he had received information that Barnett B. Magids had perpetuated a fraud and swindle against savings and loan institutions in Houston, Texas, and this matter arose out of the recent title company indictments returned by Harris County Grand Jury against Magids for fraud and forgery. Attorneys representing the title company suspected that Magids had obtained control of the Lexington State Bank, Lexington, Texas, and was probably milking the funds of that bank as part of his scheme.

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Investigation disclosed Magids borrowed \$186,000.00 from the Houston Bank and Trust Company, Houston, Texas, for the purchase of 1,430 shares of stock in the Lexington State Bank and pledged 1,380 shares to secure repayment of the loan. The remaining 50 shares were retained by Magids in order to qualify him to the Board of Directors of the Lexington State Bank. Magids also had an unsecured loan and a loan secured by real estate which the Houston Bank and Trust Company claims

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92-9303-2  
ENCLOSURE

RE: BARNETT B. MAGIDS

are likewise secured by the bank's stock.

[redacted] Attorney for the Stewart Title Company, who originally brought this matter to the attention of the United States Attorney's Office, advised there is nothing wrong with the original acquisition of the stock by Magids in the Lexington State Bank and there was no illegal activity by Magids at that bank and that he recalls no discussion with anyone concerning "milking of assets of the bank".

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Magids is a 33 year old real estate broker in Houston, currently under an 18 count state indictment for fraud. In about 1958, Magids was obtaining loans from various lending institutions on real estate purportedly owned by him. He secured the loans by giving Deeds of Trust to real estate, however, it was determined Magids did not own the properties and accomplished his fraud by forging releases in the names of the lending institutions and filing the forged releases in the Harris County, Texas, Deed Records. He would then obtain new loans and pledge the same property, using forged Deeds to transfer the properties to his name. Four pieces of property owned by Magids' father were also transferred as forgeries. As new loans were obtained, Magids continued making payments on the old loans from the new loan proceeds, even though releases were on file for the old loan. In June, 1965, Magids ceased payment on the loans, and the scheme came to light when the various lending institutions began foreclosing on their liens on the pledged properties. As a result of this scheme, Magids caused lending institutions to suffer losses in the total amount of \$2,000,000.00, of which \$1,000,000.00 was unaccounted for. The other \$1,000,000.00 was purportedly used by Magids to make payments on the various loans.

Magids was reported to have made statements to an appraiser, Al Westerhouse, Houston, Texas, that he has

RE: BARNETT B. MAGIDS

an undisclosed interest in a "high rise" building in Las Vegas, Nevada.

[redacted] traced disposition of checks issued by Stewart Title Company to Barnett Magids and determined the following: b6  
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Cashier checks were bought at the First State Bank of Bellaire, Texas, a suburb of Houston, and were cashed as follows:

<u>Approximate date cashed</u>	<u>Number of checks</u>	<u>Total amount of checks</u>	<u>Place where cashed</u>
8/61	2 (\$10,000.00)	\$20,000.00	Stardust, Las Vegas
	1	1,000.00	Tropicana, Las Vegas
9/61	2 (\$10,000.00)	20,000.00	Tropicana
4/63	1	5,000.00	Sands, Las Vegas
	1	10,000.00	Stardust
	1	10,000.00	Desert Inn, Las Vegas
	1	10,000.00	Tropicana
7/63	1	12,000.00	Stardust
12/64	4 (\$10,000.00)	<u>40,000.00</u>	Tropicana
	TOTAL - -	\$128,000.00	

RE: BARNETT B. MAGIDS

[redacted] advised that other lending institutions are likewise tracing disposition of proceeds of loans made to Magids, but he is not aware of the results of such tracing.

On April 25, 1966, Barnett B. Magids, who resides at 4819 Imogene Street, was interviewed at 811 Lovett, Townhouse #24, Houston, Texas.

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Magids denied he has any interest in a "high rise" or hotel or casino or any property or any business in Las Vegas, Nevada.

He claimed he had attempted to buy the Thunderbird at Las Vegas about 1963 for some Houston businessmen, whom he did not care to name. The owners of the Thunderbird at that time were [redacted] (First Name Unknown) WELLS, a builder, and ASH RESNICK (former professional basketball player). This was never accomplished and the Thunderbird was purchased by DEL WEBB.

He claimed he also had attempted to get financing for the Four Queens Casino and Hotel at Las Vegas, but was again unsuccessful. He was promised the gambling concession, but received telephone calls from so many different individuals, telling him the percentages he would be required to pay that he would not have been able to operate at a profit. He declined to name who these individuals were and the percentages required to be paid to each one.

Magids stated he could tell plenty about how the Las Vegas Hotels protect their customers, how the gambling proceeds are divided up, and all about gambling in Las Vegas, but would not do so unless promised immunity from prosecution and further receive a guarantee that any information furnished by him would not be used against him in State Court. He is presently under an 18 count indictment

RE: BARNETT B. MAGIDS

for fraud in Houston, Texas, and involuntary bankruptcy proceedings brought by three title companies in Houston, Texas. He further claimed he is under investigation by the Internal Revenue Service.

He claimed he first went to Las Vegas, Nevada, in 1960 with his wife and another couple. He refused to name the other couple, but advised that all four registered at the Tropicana and then went to the casino. He claimed he was completely unknown at Las Vegas and started to gamble with \$1,000.00 he had brought with him and ran it up to \$9,000.00 at the dice table by rolling dice himself, betting on other dice players, but not on each roll of the dice. He claimed never to have gambled with dice before, although he had gambled on sporting events with local Houston bookmakers; he refused to furnish the names of the bookmakers.

During the first evening at Las Vegas, "They" assigned a man to his party. He refused to identify "They", but claimed it is a practice of the casino's to assign a man to an "unknown" who is a heavy winner, and this man's job is to keep steering the winner back to gambling tables at the same casino where he has been a winner. This man drove them around to the different clubs to take in the floor shows, but always suggested they return to his casino as soon as the show was over to keep the "winner" from losing to another casino.

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RE: BARNETT B. MAGIDS

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RE: BARNETT B. MAGIDS

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# FEDERAL BUREAU OF INVESTIGATION

Reporting Office <b>LAS VEGAS</b>	Office of Origin <b>LAS VEGAS</b>	Date <b>5/20/67</b>	Investigative Period <b>2/6/67 - 5/19/67</b>
TITLE OF CASE  <b>BARNETT B. MAGIDS, aka Barnett Bob Magids, Barnett B. Magid</b>		Report made by SA <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Typed By: <b>jmn</b>
		CHARACTER OF CASE  <b>AR</b>	

*[Handwritten initials]*

REFERENCES:

Houston report of SA  7/20/66  
captioned as above, character being FRA.

Bureau letter to Houston 3/28/67.

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LEADS:

THE HOUSTON DIVISION

AT HOUSTON, TEXAS

*[Handwritten initials]*

Will note information set forth below under the Administrative heading and after discussion with U. S. Attorney, advise what course of action is deemed most appropriate.

Approved <i>[Signature]</i>	Special Agent In Charge	Do not write in spaces below	
Copies made: 2-Bureau (92-9303) (RM) 3-Houston (92-556) (RM) (1-USA, Houston) 6-Las Vegas (92-1842) (1- 92-735) (THUNDERBIRD HOTEL) (1- 92-113) (ASH RESNICK) (1- 92-708 (TROPICANA HOTEL)) (1- 92-1313 (CAESARS PALACE))		<b>92-9303-5</b>	<b>REC-7</b>
		<b>MAY 31 1967</b>	<b>EX-112</b>

CC. AAG, Criminal Division,

Organized Crime and Racketeering

Section, Room **2524**

*[Handwritten signature]*  
**STAMP SECT.**

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**67 JUN 19 1967**



LV 92-1842

ADMINISTRATIVE:

West Indies  
Guat.  
Leb. Switz.  
Bah. Is.

For the information of Houston, the CLIFF JONES referred to is about 54 years of age and was the Lieutenant Governor of Nevada from 1946 to 1954. He attended the University of Missouri Law School in 1937 and came to Nevada and was a State District Judge. He is presently a practicing licensed attorney. He was in the Thunderbird Hotel, Las Vegas, Nevada, as an owner with one [redacted] and supposedly divested himself of ownership in the hotel when he allegedly sold out to JOE WELLS. Thereafter, he was on the record as Chairman of the Landlord Corporation which owned the land on which the Thunderbird Hotel is situated. Informant information indicated, however, that [redacted] still retained a hidden interest in the Thunderbird Hotel and [redacted] also allegedly had a hidden interest in this hotel.

Nev.

[redacted] is known to have had gambling interests in the West Indies, Guatemala, and Lebanon and to have interests or associations with banks in Switzerland and the Bahamas. In early 1960 he had a self admitted net worth in excess of \$4,000,000.

It is to be noted that [redacted] has been the subject of many Government law suits, both civil and criminal, and he is involved as a principal in the perjury case in Washington, D. C., involving [redacted]

Nev. Fla.

IRVING RESNICK, who is commonly known as ASH RESNICK, grew up in New York City and during his early manhood played some professional basketball. He brags about being with the original Celtics and was their leading scorer, however, it appears that he played with what might be described as a sandlot team bearing that name in New York City and never actually attained any position of prominence as a pro basketball player. He was an officer in the U. S. Army in World War II in Special Services, and at one time operated a restaurant in New York City. He has been picked up many times at various race tracks, principally in Miami, Florida, and allegedly was barred at one time by Florida authorities from all race tracks due to his bookmaking activity. He apparently first started coming to Las Vegas, Nevada, in the late 1950's and subsequently became employed at the Thunderbird Hotel during the time that [redacted] and JOE WELLS were associated with this hotel. Allegations were received that he was

fronting for hoodlum money and it has been suggested that this money was from CHARLES TOURINE aka "The Blade", who is a La Cosa Nostra (LCN) member. *N.Y.*

RESNICK admits he is still friends with TOURINE and he obviously still has many contacts among the gambling fraternity in New York City. At various times he has carried the title of "Sports Director" at hotels he has been associated with in Las Vegas and is a known close associate of former world heavyweight champions JOE LOUIS and SONNY LISTON.

RESNICK presently occupies an executive position with Caesars Palace in Las Vegas and in connection with this employment frequently travels to Miami and New York City for the purpose of arranging publicity for the hotel, but primarily as a collector for the hotel.

For your confidential information, a former live informant of this office whose confidence with RESNICK cannot be questioned has informed that RESNICK was a hidden owner in the Thunderbird Hotel. The Thunderbird Hotel was sold on the record by JOE WELLS to the Del Webb Corporation, at which time RESNICK's hidden interest in the hotel would have had to have been satisfied by payments from WELLS. It is noted that JOE WELLS died in Las Vegas, Nevada, on 5/18/67.

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[redacted] is in his [redacted] and is [redacted] from [redacted] New York. He was very prominent at the Hollendale Hotel in Cleveland, Ohio, during the time when this was a nationally known headquarters for a booking operation, which was during the time when [redacted] and their associates were operating wide open gambling casinos in Kentucky. Associated with [redacted] at the Hollendale Hotel were [redacted] later associated himself in some manner with the [redacted] group and was employed at the Desert Inn Hotel in Las Vegas by them and is now in the Stardust Hotel in Las Vegas with this same group since HOWARD HUGHES has purchased the Desert Inn Hotel. *Nev.*

[redacted] has a highly regarded national reputation as one of the [redacted]. He first came to Las Vegas in about 1961 and is suspicioned of operating books and is known to be a very heavy sports bettor. [redacted] betting activities are so heavy and so.

LV 92- 1842

highly regarded that when his bets are made known, the odds in the licensed books will move in accordance with [redacted] bets. [redacted] in Las Vegas although a close associate of his in this restaurant is [redacted] who was reportedly fronting for the LCN money of [redacted] in the Caesars Palace where it originally opened. *Nev.*

[redacted] in Las Vegas at one time, which was owned by [redacted] and was an illegal booking operation which operated out of the [redacted] Motel in Las Vegas. [redacted] has an Internal Revenue Service (IRS) conviction in connection with his booking activity (a felony) and is presently on probation. *Nev.*

It would appear from a review of the material set forth in this report that the most promise is offered by pursuit of the interstate gambling activity MAGIDS engaged in with RESNICK. It is possible that some basis for immunity might be developed as a result of this whereby RESNICK could be called and offered immunity before a Federal Grand Jury (FGJ) in Houston, Texas. It is also noted that [redacted] has stated he discussed his betting activities with [redacted] and it is obvious that the person known to MAGIDS as [redacted] is [redacted]

Possible "skimming" activities are suggested by information developed as a result of the interview with MAGIDS and also from the transcription of the recordings, but it is not clear whether this would be skimming activities for the benefit of the casino or whether this might be RESNICK's own private skimming from the casino. The practice of collecting markers is an obvious easy manner in which the casinos could skim funds and if no permanent record of indebtedness is maintained in the casino, it would be relatively easy to conceal by destroying the marker or returning it to the player, as is suggested in the recordings. This possibility should also be pursued in reinterview with MAGIDS or ~~RESNICK~~ [redacted], although it is doubtful whether any substantiation of this could be obtained since obviously the records concerning MAGIDS' involvement are probably no longer in existence and the casino records are also probably very sketchy or possibly non-existent at this time, particularly since the group with which RESNICK was associated sold the hotel.

LV 92-1842

For your confidential information [redacted]

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[redacted] of the people involved in instant matter, it is the judgment of the Las Vegas Office that if there is a weak link in this group, it would more likely be RESNICK than any other.

It is suggested that MAGIDS be reinterviewed primarily for the purpose of attempting to develop evidence of the interstate gambling activity and if this can be developed, then it would appear that circumstances would be more favorable for a FGJ inquiry into this matter with the power of immunity behind it and at this time it might be advisable also to consider having Agents of the Las Vegas Office who are familiar with the persons involved to be present during subsequent interviews and at the time of the FGJ action. This, of course, could be considered later after it is determined whether this case could be developed to this point.

In the event the Houston Office can suggest some other course of action, this will be appreciated.

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1-USA, Houston

Report of: SA [REDACTED]  
Date: May 29, 1967

Office: LAS VEGAS

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Field Office File #: LV 92-1842

Bureau File #: 92-9303

Title: BARNETT B. MAGIDS

Character: ANTI-RACKETEERING

Synopsis: The subject is presently in the Texas State Penitentiary and an interview has set forth details concerning his extensive gambling activities in Nevada casinos. He allegedly lost considerable sums of money and during the course of this became acquainted with many prominent people in the gaming industry in Nevada. As a result of this, he incurred not only losses, but gambling debts, and efforts to collect these by the casinos included telephone conversations between MAGIDS and IRVING "ASH" RESNICK which were partly recorded by MAGIDS. In the interview with MAGIDS and in the telephone conversations there are indications of possible skimming activity which may have been for the benefit of the casino or may have been RESNICK's own personal skimming. MAGIDS also furnished brief information concerning possible interstate wagering activity with RESNICK. MAGIDS has made the statement that he would commit suicide and has been described as "manic, depressive, manic type." SUBJECT SHOULD BE CONSIDERED AS HAVING SUICIDAL TENDENCIES.

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DETAILS:

## FEDERAL BUREAU OF INVESTIGATION

Date 2/14/67

On February 6, 1967, BARNETT B. MAGIDS was interviewed at the Wynne Unit, Huntsville State Penitentiary. He advised he is serving a 12 year sentence, that he does not consider himself a criminal and that he does not belong in the institution. His attorney, a [redacted] lost his case in trial on one count of his state indictments because he based his defense on insanity. MAGIDS has had some psychiatric treatment within the past four years and has been described as "manic depressic, manic type". He described this as a tendency to get "high" through his activities and actions. He has also previously felt some suicidal tendencies, but has since changed and overcome this. After his trial conviction, he was hospitalized and given sedation. It is his present opinion that while still under the influence of drugs, his attorney told him that he had to plead guilty to the other 17 counts, which he did. His attorney got all the money he had available and apparently plans no further appeals or action because he has no more funds.

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His wife, who had no knowledge of any of his activities prior to indictment, has been left with their two children without any money. He has gone through bankruptcy, and the only thing he had left was their home. Now Internal Revenue Service is trying to take that away from his wife. He feels they are harassing her.

His attorney had told him that United States Attorney [redacted] planned to also prosecute him for an FBI case and the tax case. Accordingly, he felt he should not talk further with the FBI until he had cleared it with his attorney.

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On 2/6/67 at Huntsville, Texas File # HO 92-556

by SA [redacted] Date dictated 2/8/67;  
2/9/67

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MAGIDS was advised that this was his privilege; however, the purpose of the interview was not to discuss any FBI or tax case pertaining to his business operations or frauds relating to the matters he is serving time for. That any further prosecution on Federal violations would be decided by United States Attorneys or Tax Attorneys, based on facts previously developed and in line with his present sentence. Instead, the Agent desired to discuss with him his past gambling activities and knowledge of gamblers in Nevada and elsewhere and until the interview progressed it would not be known to Agent whether he had information of value.

MAGIDS advised that if the information along these lines could be discussed on a confidential basis he would go ahead and be interviewed at this time without waiting to talk to his attorney. It was pointed out to him that it might be necessary for him to be a witness at some future date should he have information of value and he stated he would consider this at the later time. Thereafter he furnished the following information:

He and his wife and another couple went to Las Vegas for the first time in 1960. He had never gambled in a casino previously and knew nothing about dice. His friend explained craps to him, and he started playing with bets of \$200.00 - \$300.00 each. He got ahead about \$20,000.00 and "unfortunately" ended up \$6,000.00 - \$7,000.00 ahead.

This took place at the Tropicana. There were several former Houston people there and at other places in Las Vegas. While he was \$20,000.00 ahead, a [redacted] [redacted] at the Tropicana, introduced himself to the MAGIDS group and commenced personal service. This was apparently to insure that although they went to other places for entertainment and food, he would come back to the Tropicana to lose the money

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he was ahead. He also met the owners at the time, a [redacted] and the creditman, name not recalled. The creditman asked if he would like to establish credit. MAGIDS declined but the man suggested he fill out a card anyway, so he did this. The man asked how high he wanted credit, saying he could have as much as he desired. He picked an off-hand figure of \$10,000.00. The creditman indicated he could have far more than this and could set his own limit. He thought it was just for the trip, so he left it at \$10,000.00.

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He is since certain that all of the places have a system, undoubtedly by phone, of immediately checking a person's bank balance, financial worth and business connections.

The normal procedure is that someone who has a credit approval can go to Las Vegas and be given chips to the total of their credit in each casino and at the end of their trip give a check for the amount they owe. His own case was different. "Something got into me". He stated he started going back to Las Vegas without telling his wife or others and by giving excuses he was in Chicago or New York on business. He became so well-known almost immediately that he had \$10,000.00 credit approval in each and every place. At the end of his trips, he was not required to give a check, but instead signed a "marker". This was merely a piece of paper showing the amount and his name, which was kept by the individual casino, with the understanding when he returned on the next trip he would clear all the markers with cash or check payments and then proceed to gamble on the visit. There are many of the big better's



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and well-known people who are allowed this privilege. It started with him on his second trip. On this same trip, he went to the Sands, in addition to the Tropicana, and after a very brief check through some type of clearing house, they gave him the same \$10,000.00 arrangement and line of credit.

Because of the "disease" he had developed, he started making the real estate loans and manipulations that have resulted in his prison sentence. By 1964, he had made at least 25 trips to Las Vegas. He was known every place as "Mr. M". His and his friends' rooms, food, shows and everything desired were free. He was spending fabulous amounts and, in fact, the interest on his loans to get the funds was amounting to over \$40,000.00 a month.

In 1963, he did not return as frequently as soon after a trip as previously. In the interim, the creditman at the Tropicana called him bng distance to Houston several times about the \$10,000.00 balance and when it would be paid. No pressure was put on in these calls, but merely a statement that if he was not coming back to send the \$10,000.00 in. By that time, he had estimated his losses to the Tropicana alone amounted to one-half million dollars (\$500,000.00).

He never established credit at the Stardust. He knew the pit boss there by the name of [redacted] and also [redacted] formerly from Galveston, and they were always very friendly and accommodating.

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In 1963 or 1964, [redacted] approached MAGIDS on a business proposition, wanting MAGIDS to arrange financing for them to take over the Tallyho. When

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MAGIDS checked all the details on it, he found the indebtedness was already too high and nothing further developed on this. MAGIDS was in the investment and financing business and this was known to all of the owners and others in Las Vegas. There were two other propositions he worked on that resulted in his obtaining what he believes is somewhat of an inside picture of the operations and far more than available to just a big gambler. One of these pertained to the Thunderbird. In about 1964, [redacted] one of the owners who liked MAGIDS, arranged a meeting with JOE WELLS, another owner, and two additional men whose names he does not recall. The meeting was for the purpose of MAGIDS to try and arrange for some Houston people to buy the others out. At first, they wanted to lease MAGIDS the hotel for \$100,000.00 a month, but not sell it outright. The American National Life Insurance Company of Galveston had the mortgage, and MAGIDS talked to them about the amount this could be raised. He also got a New York group together and got them interested. MAGIDS felt then that if he could put together this legitimate deal he could probably recoup some of his losses and get out from under his illegal mortgage scheme.

After considerable work, getting the deal ready to go, the Las Vegas people then no longer wanted just to lease, but now wanted to sell. MAGIDS' people then checked and determined that the hotel was in too run down condition physically, and its clientele were, accordingly, the lower class gamblers. This group backed out, and MAGIDS then tried to get Lipsey and Co. of New York to take the deal. While working on

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them, [redacted] called MAGIDS and said that he would have to act immediately because they were making a deal with DEL WEBB. Their deal with WEBB then went through, and he took over the Thunderbird.

One individual he had considerable dealings with over the years was ASH RESNICK, who he considers one of the "bad guys" he would fear for possible physical repercussions. RESNICK was previously at the Thunderbird and now with Caesar's Palace. After the Thunderbird deal fell through, and MAGIDS was still interested in getting a legitimate interest in Las Vegas, RESNICK asked him out to meet a [redacted] the Thunderbird's CPA, and his partner, name unknown, but believed to be from Canada. They took MAGIDS to see [redacted] who MAGIDS later learned is another "rough one with a long record". [redacted] had a lease on the corner lot across from the Fremont. [redacted] and his partner had taken over the lease, paying [redacted] a \$5,000.00 a month premium. They wanted MAGIDS to arrange both construction and permanent financing for a high rise hotel and casino, to be known as the Four Queens. RESNICK had an interest in the [redacted] group, but this was secret and he did not want it known. One of the problems financing this was that the Las Vegas people wanted 51% and people interested in such a deal did not want to give up control.

One of the groups MAGIDS worked with on this deal involved some Detroit and Toledo people, referred to as "part of the purple gang". A Houston man by the name of [redacted], called his uncle in Toledo,

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possibly [redacted] and arranged an introduction for MAGIDS. [redacted] said that they had previously been in the gambling business and were now in respectable businesses and might be interested in this type of deal. Four days later, MAGIDS received a call that there would be a meeting at the Book Cadillac Hotel in Detroit. He arrived there and found about 25 people present; half appeared to be "polished" bankers and business people, and the other half appeared to be "rough, Syrian and hoodlum type". The person that did most of the talking and all of the contact with MAGIDS was [redacted] from Toledo. Some of the other names he cannot recall, although one sounds like "Agiga", a CPA and Financial Advisor. They indicated they own or control the Hazel Park Race Track in Detroit, as well as several banks. They asked MAGIDS numerous questions about the operations in Las Vegas, apparently testing to see if he knew what he was talking about. Thereafter, they discussed with him about "skimming and the count room".

MAGIDS needed \$6,000,000.00 for the deal. After the meeting, he was going to New York, and [redacted] arranged to call him there four days later. Two days later, he received the call and [redacted] said they were not interested in going into the big business itself of financing the construction of the hotel and casino, but would be willing to put up \$1,000,000.00 or more to bank roll the gambling operation. This would be a lease of the casino on a percentage basis.

Thereafter, [redacted] called MAGIDS several times in Houston, inquiring as to whether the gambling end might still be available. MAGIDS also called him at his home in Toledo, and it ended up that [redacted] said

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they would have to charge too much to loan the money that MAGIDS wanted for the construction and operation and, therefore, would not loan it. MAGIDS states that [redacted] himself, has now built the Four Queens.

MAGIDS believes that [redacted] is a brother or relation of [redacted] and that the [redacted] is a "small cog" compared to [redacted]

RESNICK has pretended to be MAGIDS friend over the years, but actually "buried me" by giving me too much credit.

He was SONNY LISTON's "running mate". He was the main pit boss at the Thunderbird when MAGIDS first met him. He was also a credit and collection man. RESNICK told MAGIDS that one of his major jobs was to bring in people from the East, Chicago and New York. Also, that when he had a "handful of markers" his job was to go across country and collect them.

MAGIDS would call bets from Houston to RESNICK in Las Vegas. RESNICK was not the bookie, but was merely supposedly doing a favor by placing the bets for MAGIDS with a book. In 1963, on one of his trips to Las Vegas, MAGIDS was only there two or three hours when he received some word necessitating his rushing back home. He had brought several Cashier's Checks with him. RESNICK suggested he leave these at the casino on his account so they would be there when he returned. They totalled \$39,000.00. RESNICK agreed to take care of them for him, so MAGIDS followed this suggestion. After returning home, MAGIDS could not

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immediately go back to Las Vegas, so he decided to bet this money on some games one Saturday. He called RESNICK and got the line and told him what bets to place, based on the line information given. RESNICK was to bet this as an accommodation. Shortly before the games were to take place, RESNICK called him back and said the points had all changed and gave him new points that were all higher than the ones he had previously bet. MAGIDS realizes he could have cancelled the betting at that point, but, because of his "disease", he went ahead and bet at the higher line and lost the whole amount. He later realized he would have won on the earlier line.

The following week or so, he was back in Las Vegas and ran into a [REDACTED]

[REDACTED] SHAPIRO was at the Thunderbird and told MAGIDS that RESNICK had won all the money off MAGIDS [REDACTED] at one price and giving MAGIDS the higher price so that RESNICK ended up with all the win. MAGIDS confronted RESNICK about this, at the time, and RESNICK replied that the "guy was lying and trying to make trouble". MAGIDS now realizes he was undoubtedly taken by RESNICK. He believes that [REDACTED] but instead is [REDACTED] across the street from the Tropicana. His [REDACTED] the Hialeah Bank, and MAGIDS knows that he lost between \$300,000.00 and \$400,000.00 in direct bets to [REDACTED] over these years.

On one occasion, RESNICK introduced MAGIDS to SONNY LISTON at the Thunderbird and gave MAGIDS a big buildup to LISTON. About a week before the LISTON

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and CLAY fight in Miami, RESNICK called and invited MAGIDS and his wife to join RESNICK and his wife for two weeks in Florida on RESNICK. MAGIDS' wife was not interested in going, but MAGIDS decided to go along, and RESNICK was going to send him a ticket. Two or three days before the fight, MAGIDS called RESNICK at the Fontainebleau Hotel in Miami to say that he could not come. On this call, he asked RESNICK who he liked in the fight, and RESNICK said that LISTON would knock CLAY out in the second round. RESNICK suggested he wait until just before the fight to place any bets because the odds may come down. At about noon on the day of the fight, he reached RESNICK again by phone, and at this time, RESNICK said for him not to make any bets, but just go watch the fight on pay TV and he would know why and that he could not talk further at that time. MAGIDS did go see the fight on TV and immediately realized that RESNICK knew that LISTON was going to lose. A week later, there was an article in "Sports Illustrated" writing up RESNICK as a big loser because of his backing of LISTON. Later, people "in the know" in Las Vegas told MAGIDS that RESNICK and LISTON both reportedly made over a million dollars (\$1,000,000.00) betting against LISTON on the fight and that the magazine article was a cover for this.

When the Thunderbird was sold to  MAGIDS had an outstanding \$10,000.00 marker there. Sometime thereafter, RESNICK called from New York, saying he was with JOE LOUIS, and they were coming to Houston to settle this debt. MAGIDS told him he did not have the money, and he replied "Get it" and did not want to talk further on the phone. Shortly thereafter,

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he and JOE LOUIS did arrive in Houston, and MAGIDS met with them a couple of times, once at the Sheraton Lincoln and once at MAGIDS' office. RESNICK said that because of their past friendship and association, he would go to bat for him and get the amount reduced to \$7500.00 if he could raise that much to settle it. MAGIDS said he did not have even that much. RESNICK persisted and finally asked how much he could raise, and MAGIDS was able to borrow \$2,000.00 from the bank. RESNICK took this and said for him to send the balance of \$5500.00 within 30 - 60 days and he would still arrange for the reduced amount. RESNICK called him several more times in the meantime, and he finally wired RESNICK \$2,000.00 or \$3,000.00 more. He believes his copy of this wire, if there was one, might have been with the records taken over by [redacted] lawyer for the Bankruptcy Referee.

In all these dealings, MAGIDS had asked RESNICK if he personally had the \$10,000.00 marker, which would be given to MAGIDS on completion of the \$7500.00 payment, and RESNICK assured him that he did have it. Also, during these contacts, RESNICK said that he had already collected \$700,000.00 to \$800,000.00 in markers they had sent him around the country to handle, similar to MAGIDS.

About a month later, MAGIDS got some more money and took a trip to Las Vegas. He walked into the Thunderbird, and the same woman cashier was there who had worked for the previous owners. He asked about credit, and she introduced him to [redacted] new creditman, who declined credit to MAGIDS, stating that he still owed them \$10,000.00. MAGIDS told the man he had paid RESNICK \$7500.00 on a deal for settlement in this amount. The creditman said that RESNICK had no interest in the new ownership, who had taken over the



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marker and that any money he had paid RESNICK had not settled the marker. MAGIDS tried to reach RESNICK while in Las Vegas, but could never get him to return a call, and he had always just left every place he went looking for him.

About a week later, when back in Houston, MAGIDS received a "threatening" phone call from RESNICK. He had anticipated this might happen and recorded the conversation on the office dictagraph record. He turned this record over to his attorney, [redacted] and he gave the Agent a letter to [redacted] authorizing that it be turned over to the FBI. The threats were to the effect that MAGIDS had come to Las Vegas to cause RESNICK trouble. When MAGIDS said he had paid the \$7500.00, RESNICK only "yelled and hollered and screamed" and wanted the other \$2500.00. He would not listen to MAGIDS statement that the Thunderbird still thinks he owes them.

In 1965, when MAGIDS was in trouble on his loans in Houston and in great need of money, he felt RESNICK owed him a favor and contacted him for assistance. RESNICK told him to come to Las Vegas, and he borrowed money to do so. On arriving, RESNICK took him to a big bookie by the name of [redacted] [redacted] on the streets and from his car and is also a shylock. [redacted] offered to loan MAGIDS some money at 3% per week. MAGIDS turned this down.

MAGIDS advised that he is well aware of the "skimming" procedures in Nevada, mainly from bits and pieces of conversations with the numerous people he has associated with in Las Vegas. He may be able to recall something more specific after thinking over his

past activities there.

With respect to the Thunderbird, when he was attempting to effect the sale, he actually saw and examined two sets of books maintained by the company. These were in the possession of the CPA, name not now recalled, whose office he believes was on the second floor of the hotel at that time. One set of books agreed with their tax returns, which did not disclose a good picture as far as investment potential was concerned. The second set of books dealt with the profit picture relating to "investment points" and showed the investment potential as very good.

As an example, he recalls that the tax books showed slot machine gross of \$17,000.00 for a particular period. The other set showed actual slot machine gross of \$70,000.00 for this same period. He realizes the second set of books could have been prepared for his benefit and that of potential investors. However, this was not his impression at the time, and it appeared to him that he was being given highly secret and confidential information. This was necessary for him to relate true facts to potential investors.

With respect to the counting rooms, it is his understanding that at the end of each shift the boxes from the tables are counted in the presence of four or five people, either owners or owners representatives. He claims to have no first hand knowledge of any irregularities in this regard. His opinion is that probably the biggest "skimming" deals with the system of markers. A player under this system who loses is taken to the cashier, where he signs the marker.

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The outstanding markers are maintained by someone other than the cashier and may never be entered on any books of the company. The gambler's credit or other file is maintained entirely separate. When MAGIDS would return to Las Vegas with Cashier's Checks to pay his outstanding markers and start gambling on credit for that trip, he would go to the cashier first. The woman would then obtain his marker from some other person. She would cash his checks, turn the cash in the amount of his marker over to some other person and give him the marker, which he would tear up at the time.

He has never determined what accounting record is made, but definitely feels that large amounts can be skimmed off in transactions with big betters like himself.. Although he had the \$10,000.00 credit line with each casino, he stated the only place he filled out a formal application was the Tropicana. At the Dunes, he was well-acquainted with an owner, [redacted]. He did not do a lot of business there. At the beginning, he told [redacted] he preferred to handle by marker rather than by check, and this was agreeable. Toward the end, when MAGIDS was in financial trouble, and did not return to Las Vegas as frequently as before, he started receiving phone calls about his \$10,000.00 marker there. At first this was a normal inquiry, but then when he did not send the money, [redacted] started calling him at 4:00 - 5:00 AM, Houston time, every morning. This went on for two weeks straight. The calls were not threatening, but merely harassment and real embarrassing in MAGIDS attempt to cover his activities from his wife.

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After two weeks, MAGIDS sent the \$10,000.00 to stop the phone calls. The next time he was in Las Vegas, [redacted] who had made all the phone calls, tried to act as though nothing had happened and wanted further business, but he gave them none.

At the Sands, he knew everyone connected to that operation, including [redacted] and [redacted]. He lost most of his money at the Sands and the Tropicana; even so, at the last, the Sands cut his credit down to \$5,000.00. They never harassed or pressured him. At least one time, their creditman, [redacted] called about an outstanding marker, but this was not a harassment. He still owes a \$5,000.00 marker at the Sands.

He did very little business with the Sahara, compared to the others. Prior to his indictment in 1965, their creditman had called MAGIDS long distance many times, but these were not threatening or harassment calls. He left owing them \$10,000.00, but paid half of that and still owes a \$5,000.00 balance.

All clubs have "field people" throughout the United States, and the one in Houston for the Sahara is [redacted] son of one of the owners, [redacted] lives in Houston, but is on the Sahara pay roll. He did not make any effort to collect from MAGIDS.

He feels every hotel has a representative in Houston and other cities. He is under the impression that [redacted] former Houston bookmaker, was Tropicana's representative. Others are people who arrange the

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junkets to Las Vegas for the various hotels, and these people seem to have an obligation to establish credit and assist in collections.

He did some business at the Castaways and knows all the people there, but has had no collection dealings with any of them.

He did some business with the Desert Inn before he was cut off by [redacted] In 1962, he won a considerable amount one night at the Desert Inn and thereafter ran into [redacted] in the parking lot. He ribbed [redacted] about winning and [redacted] said that they did not want his business because he was playing at too many places. After that, he did not have credit at the Desert Inn or the Stardust.

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On practically every trip, he would be ahead \$20,000.00 or more at some time during the three or four days there. However, he was so addicted that he would never quit until he had lost all that he had brought with him and all of his credit in every place and had to borrow money for his return plane fare.

He even took some close friends with him, on occasions, with specific instructions in advance to them to pull him away from the tables under certain conditions. Once he was gambling, they could not accomplish this, and on at least two occasions, he had them thrown out by the security people for interfering with his gambling.

He was one of a comparatively few that used nothing but \$100.00 chips. When he entered a casino,

he would be given a rack of \$10,000.00 in \$100.00 chips on his credit. The table that he chose to play would be given a similar rack. If he played for awhile and decided to change tables, the employees would move his chips and would also move the table's rack of chips. The operators knew at all times exactly how he stood and how they stood because of this system. He always knew himself exactly how he stood because of his mathematical abilities. He felt that most of the time the casinos did not know that he could keep this knowledge in his mind. If he stopped playing while ahead, all of his chips would be taken to the cashier's window. The woman would count and tabulate them and ask him how he wanted his winnings over the \$10,000.00 credit. He never took them in cash, but would ask for a receipt, and these were given on regular receipt forms. These are entirely different from the markers. The receipts were always given in phony names. He does not know how or why this started, except possibly to prevent another hotel from knowing how much he had on deposit at any one time. Some of these receipts may have been a portion torn off an envelope or from a duplicate receipt.

On one occasion, at the Thunderbird, he was ahead \$40,000.00 and wanted to take this to the Sands, where he was staying. The Thunderbird was unhappy, but sent a security guard, carrying the \$40,000.00 in cash. When they arrived at the Sands, within five minutes, the Sands people already knew they were coming. The guard carried the money to the Sands window, and MAGIDS was given a receipt for it.

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Whenever he lost his original \$10,000.00 worth of chips at the table, he could purchase another \$10,000.00 rack, at that time, with checks he had brought with him or receipts for winnings. Whenever he would stop, the pit boss would usually be the one to accompany him to the cashier to settle up.

He is certain that each casino has a record of the exact amounts a person loses and the amounts they owe at all times. In fact, the whole city seems to have this information on someone like himself, which indicates to him they have a very close connection somewhere along the line.

The pit bosses in any hotel can tell you how you stand at their hotel or in the whole town at almost any time.

There are some type of cards kept by the credit bosses, and some of these men have told MAGIDS that these records are not available to anyone, even to the Government, should they try to obtain them. MAGIDS had wanted these destroyed after he was indicted, and this was the answer he was given.

MAGIDS states positively that he lost between one and one-half and two million dollars (\$1,500,000.00 - \$2,000,000.00) in Las Vegas, gambling from 1960 to 1965. About one-half million (\$500,000.00) of this was to bookmakers and the balance in the casinos. He never participated in any private games in Nevada.

MAGIDS' wife accompanied him on only three or four occasions, but she had no idea of the magnitude

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of his gambling, because when she was along, he would wait until she had retired. He also kept this from friends that accompanied him.

There was never anything that was not offered to him or his friends that they might have wanted, including prostitutes. He did not want to have that type of reputation, and, therefore, never accepted their offer of women.

[redacted] at the Tropicana, offered him prostitutes or show girls on two or three occasions, until he told [redacted] that he was not interested.

If he or his friends wanted to see a show on the spur of the moment, and the show was a sell-out, they would move a special table up to the front in an aisle and always catered to him in this manner. It was usually the pit bosses who handled arrangements for lavish rooms, meals and shows for him. He was never offered the use of a yacht.

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In 1962, he was in Los Angeles, with his wife and children, and had endeavored to get a room at Disneyland Hotel, without success. He called [redacted] and within 30 minutes, [redacted] had called him back with reservations and, in addition, arrangements for tours through movie studios, etc. [redacted] did not pay the cost of the Disneyland rooms.

MAGIDS states that other gambling operations in the country have numerous connections with Las Vegas. In 1964, he was in Hot Springs, Arkansas, and walked into the Vapors. He was not known there and asked for \$1,000.00 credit. They inquired where he had gambled,



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and he exhibited some credit cards and told them of his Las Vegas credit. They said they would make some phone calls and, within 30 minutes, told him he could have as high credit as he desired.

MAGIDS states he has actually never owned any interest in the businesses in Nevada. He made every effort to work legitimate deals for the Thunderbird and the Four Queens, as mentioned previously.

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On March 7, 1967, the Houston Office advised as follows:

On January 30, 1967, [redacted] Harris County, Texas, advised they tried MAGIDS earlier in January, 1967, on one count of felony theft. He was found guilty on January 13, 1967. On January 20, 1967, he entered guilty pleas to 17 other counts. On that date he was sentenced to seven years on the trial conviction, five years consecutive on another count, five years concurrent on another count, and ten years concurrent on each of the other 15 counts. He has foregone all appeals and is presently in the Huntsville Penitentiary. [redacted] said he will probably serve five to six years.

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While the jury was out, he made the statement he would not spend one day in jail, but instead would commit suicide. After his conviction, he was hospitalized briefly, but appeared perfectly normal when he was thereafter jailed and appeared to enter his guilty pleas.

On March 16, 1967, the Houston Office advised that MAGIDS' attorney [redacted] and he made available to that office two Sound Scriber tape recordings showing the date December 4, 1964, and the times as 2:00 and 4:30.

The FBI Laboratory, on March 28, 1967, further described these tapes as being full-track recordings made at 3 3/4 inches per second. A transcription made from these records is as follows, it being noted that it appears the recordings do not contain the first part of each of the two telephone conversations:

(The two participants in this conversation are ASH RESNICK (R) and BARNETT B. MAGIDS (M).)

- R. It don't mean nothin'. It don't mean nothin' if I tear it up and send it back to you.
- M. It does mean something to me.
- R. BOBBY, it don't mean nothin' if I tear it up, does it?
- M. No, but you didn't tear it up.

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R. So then you asked me to.

M. You didn't even have that marker until Saturday afternoon. You told me you had it.

R. I did have it. It was up in the office.

M. In the office - but you haven't got anything to do with that office.

R. What do you mean I don't?

M. Well, that [redacted] says you don't.

R. Hey, BOBBY. All I tell you I got it there.

M. Well, I

R. What do you think it is?

M. Look, let 'em send my 3,000 back. You get your 2,000 or whatever you gave; you say you gave them three or five; whatever it is get your money back and then I'll handle it with [redacted]

R. Well, BOBBY, there's no way to get the money back now because the money was given to the Sahara cage already.

M. The Sahara ain't got a (OBSCENE) thing to do with these markers.

R. Huh?

M. Those markers aren't going to the Sahara. We've already called the Sahara. We found out the Sahara's not taking that money.

R. BOBBY, all the money that we got from the markers is deposited. [redacted] does not have -----

M. [redacted] said that he agrees; he'll send me my 3,000 back. For me to talk to [redacted] about it. I just don't want to get in the middle of this.

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R. JOHNNY-----

M. JOHNNY just told me that. And I tell you I'm not going to pay you to spend no more money on this deal 'cause I don't like it. You tell me you payed them eight, six, ~~five~~ five, and he tells me, sending me a letter, you only paid him five.

R. I told you what I paid him. It was six.

M. Well he says five.

R. Well it was six.

M. Well it wasn't. He says five.

R. Well I don't care. I'm telling you what it was.

M. Well get your, get your three back and I'll get my three back and then I'll worry with it later.

R. All right BOBBY, and I'll see you when you get down - to down here. Now listen. All right, I want you to call [redacted] now and you tell him to give me the money, that you're going to pay the ten.

M. That's right, but I want him to pay my three back. That I gave you.

R. Right. All right, I'll tell him to keep 3,000.

M. No, he ain't going to keep nothin'. He's going to send it back to me.

R. Do you want him to send you the three back?

M. That's right.

R. Well how's he; where's he going to get the money from?

M. Well I don't know; that's his problem.

R. That money is deposited already. They have to take the money out.

M. I don't know, it's just too (OBSCENE) confusing.

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R. Well nothin' would have been confusing if you did what I told you to do.

M. Well you only paid 5,000. Why didn't you tell me the truth, you only paid them five.

R. BOBBY

M. And besides that you made me look like a "schmuck" with those people.

R. Why?

M. Why? Because it's all over the (OBSCENE) ~~community already~~. That I was broke and I can't pay and I could only settle for five. I never told you that.

R. Hey!

M. Yeh?

R. Now wait a ~~while~~. Did you tell [redacted] you lost all that money in football?

M. No, I didn't tell him nothin' about no football.

R. Did [redacted] call him and tell him you were busted?

M. [redacted] call him?

R. Yeh.

M. No, [redacted] owes me money.

R. Well don't tell me that because when I came back [redacted] told me that [redacted] had called him and told him that you owe the money and didn't have the money to pay it.

M. No, that's not true. Besides, his name is [redacted].

R. Don't tell me it ain't true.

M. His name is [redacted]

R. That's right. You know who I'm talking about.

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M. Right, I know, I know.

R. How did [redacted] know about that?

M. I don't know what [redacted] got to do with [redacted]

R. Oh, you don't know. Well that's what -----  
that you were busted.

M. Well how did you get it for five for [redacted] then?

R. What?

M. Well you only gave the man five.

R. BOBBY, it was a settlement at six.

M. Well, we know it was 5,000 'cause he's sending me a  
letter.

R. BOBBY, it was a settlement for six.

M. And you came out.

R. You were supposed to send me the other five; it was to  
get the other thousand.

M. Well that's not what he said. He said it's been settled  
in full for five.

R. I don't care what you say, what [redacted] does.

M. And this business about [redacted]  
owes me money.

R. I don't know. I don't care who owes who; it's none of  
my business. What do I care if you owe him or he owes  
you? I got nothing to do with it.

M. The point is, though, that we talked to [redacted]  
says that the thing was settled for \$5,000. He also says  
that you got nothing to do with it any longer.

R. Uh huh.

M. I'm telling you what the man told me.

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- R. That ain't what he tells me. I just talked to him.
- M. Well that's why I don't want to do nothin' because everybody's lying.
- R. Uh huh.
- M. Somebody is.
- R. Okay, I'll get ahold of [ ] BOBBY. I know you are lying because they tell me you went to New Orleans; you went here, you went there.
- M. I am. I'm leaving in a few minutes.
- R. Uh huh. You're leaving, uh huh.
- M. I just came back though. I was in the country.
- R. Yeh. Uh huh, sure BOBBY.
- M. I just walked in the door.
- R. Well, I'll. I don't know how I'm going to get the money back from [ ] but uh.
- M. Just put me in the same position I was in before.
- R. Well, I'll tell you what you do then.
- M. All right.
- R. I'll tell you what you do. You send me 2,000. Right? You wire me 2,000 right away. You will have 5,000 paid against what you owe the Thunderbird. I'll call [ ] and tell him to let you
- M. No, I don't want to do that.
- R. Then what do you want to do?
- M. What I want, I want him to send me the 3 back; I'll handle it with [ ]
- R. BOBBY, you can't have everything your way.
- M. Well just leave it the way it is then until I come up there.

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- R. No, I can't leave it the way it is because I already paid money for you.
- M. Well get your money back. I'll tell them to give you the two back.
- R. Well, how we gonna get the two back? They don't have no money up there.
- M. Well I don't know what to tell you now. This I don't know. I was going to send  a letter along with the marker when it came in.
- R. In other words you were going to doublecross me, right?
- M. No, no, but when I found that you only paid five for it.
- R. You want me to send you the marker, right?
- M. Right. Well, I'll send it back to you. I'm not worried about the marker?
- R. What?
- M. I'll send it back when it comes in.
- R. You'll send it back. Un huh. But you told me to send you the marker Saturday.
- M. That's right, I did. But you told me also that you were paying 8,000 for it.
- R. BOBBY, I told you six. I didn't tell you eight.
- M. But you're only paying five.
- R. I'm paying six, not five.
- M. Well that's not what they say.
- R. -----you two.
- M. What?
- R. Didn't I tell you I would save you 2,000?



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- M. Yes, you did.
- R. Well that's all. That's what I'm saving you.
- M. Well, I'd rather pay the full ten and not have no trouble.
- R. Yea, but why didn't you say that before, before you put me on the spot.
- M. Well, you're on no spot, ASH. Get your money back, you'll be, then you'll be where you were.
- R. Uh huh. I'm on no spot. I'm the one that settled it for you and then you tell me I'm not on
- M. I know, but you settled it for five, ASH.
- M. BOBBY, I settled it for six, not five.
- M. Well, that's not true.. My lawyers talked with them. They're sending him a letter.
- R. I don't care. I told them when you sent me in my money I was going to pay the other thousand.
- M. Well that's not what they said. They said they're finished with the deal. Said they took five because I was busted.
- R. Uh, well, uh, you
- M. They said I was busted so the five was better than nothin'.
- R. Uh huh. Well if, you're going to pay the ten, right?
- M. Yea, I'll pay it when I get ready.
- R. When you get ready?
- M. But I'll pay it with [ ] I'll work it out with [ ]
- R. I don't care who you pay it to, I want you to pay the
- M. I'll pay the

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R. All right. Just tell me when you're going to pay the ten. I'll get the money back from [redacted] send you back \$3,000. I want a date when you're going to pay the 10,000.

M. Oh, I'll pay it in 30 days.

R. In 30 days. Okay. -----Listen. You just hold on now, okay?

M. I'll hold on, yea.

R. All right, I'm going to call [redacted]

M. I'll hold.

R. All right.

M. All right.

R. This is a hold button?

R. He -----the money.

M. What's the difference? This 10,000 is the way I explained it. It's the 10,000, don't even go to the Sahara; it's going into people's pockets.

R. It's going to the Thunderbird. Who said anything about the Sahara?

M. Well, well, you just got through telling me it goes to the Sahara. It goes here, it goes there.

R. It was deposited. The Sahara's got nothin' to do with that money. The Thunderbird gets it.

M. I thought you said just a few minutes ago it went to the Sahara cage.

R. I said it was deposited. The Sahara's got nothing to do with the Thunderbird.

M. Well, what's the difference? Look, ASH. Just let the man give me my three back and then I'll give him the ten in a month.

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- R. Well, that's what you told us the last time.
- M. Well, that's all right, I'm telling you this again.
- R. Well, BOBBY, we don't want to wait another month. You were supposed to pay that the end of September.
- M. Let 'em sue me, ASH. Let 'em sue me. I'll pay 'em in a month, right after the first of the year.
- R. Well I think I'd better come down there and straighten this out with you, BOBBY.
- M. I don't care. You're always welcome in this city. I like ya.
- R. All right.
- M. You know I like ya.
- R. Uh huh. You won't like me later on, BOBBY.
- M. Why won't I like ya, ASH?
- R. Well, because you just tried to doublecross me; you tried to put me in trouble with [redacted] now you're trying to put me in trouble with [redacted]
- M. I'm not trying to put you in trouble with nobody, ASH.
- R. You are, BOBBY.
- M. I am not.
- R. Because when I did you a favor to settle this thing for you I told you I was going to save you two and I was going to take two.
- M. No, you were going to make one and I was going to make one.
- R. If that's what I told you, say it. Did I call you back -----did I tell you to send me five?
- M. No. After we found out, ASH, that you were only, that you had settled this for five, you changed your story.
- R. -----I only gave [redacted] five.

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M. I know you did.

R. There was no settlement. So why did I give him my money for you?

M. Because you thought I was going to pay eight, so you could put three in your pocket.

R. And you would have saved two, huh?

M. Yea.

R. And, well, and let me ask you something.

M. Yea?

R. Suppose I did that; what would have been wrong? What would you

M. Nothin', nothin', if you would have told me that in front.

R. What would you object to if I saved you two?

M. Well, because this marker could have been settled up for about 10¢ on the dollar.

R. What are you, crazy or something?

M. No. They don't give a (OBSCENE) about these markers.

R. They don't, huh?

M. Naw.

R. Well, I tell you, you don't pay it and see what happens.

M. What all they can do is sue me.

R. Well, you just, you just don't pay it and see what happens if you feel that way.

M. Well, if you're trying to give me an idea, I might take that idea.

R. Huh?

M. I may take that idea.

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R. That's all right with me, BOBBY. You don't have to pay it. If you don't want to pay it, you don't pay it. But don't try to put me in any swindle.

M. I'm not putting you in no swindle. All I want you to do is tell the truth, that's all!

R. You tell me something.

M. Be sensible. I don't like the way you handled it.

R. You don't like the way I handled it?

M. No, because [redacted] says that you cried, you called him from Houston and said I couldn't get no money and I gave you only five and I begged you to take the five in full settlement because I was in trouble and I had no money. Now this is [redacted] story, you understand?

R. That came from [redacted]

M. Well that came from [redacted] because we got all these conversations on record.

R. Yea, but [redacted] is the one that told [redacted] you didn't have the money.

M. I didn't have the ----- . The man owes me money and he's telling him that.

R. Well he, BOBBY, you, yourself, said that you owed [redacted] 23,000.

M. Owe who 23?

R. That's what you tell me.

M. Oh you're crazy. He owes me.

R. BOBBY, you said you lost 90,000.

M. What I told you and what happened don't mean anything.

R. I mean, uh, I can only go by what you tell me. If you lie to me, then you lie.

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M. I know. That's exactly how you get in traps now because you believe all these (OBSCENE) stories that people tell you.

R. -----if you tell me something I believe you. Right?

M. That week that you were here I had lost quite a bit in football, but I didn't owe anybody though.

R. BOBBY, you told me you lost 90,000.

M. About 80.

R. -----23,000.

M. About 80. Well, that's got nothing to do with our deal.

R. I know it. I know. I never even said anything to [redacted] about that.

M. Well, how in the hell. No, no, not about that, but you told the man I was busted.

R. BOBBY, look. I'm only trying to help you now. I'm telling you that [redacted] spoke to [redacted] and he told him that. That he was supposed to ---

M. Well what's the difference which one. I just talked to [redacted] a few minutes ago trying to get my money now. What I want to find out from you, though, right now, is this only. You told me that you were going to get a discount on this obligation. Right?

R. Right.

M. You did not tell me that you were going to tell them it's because I didn't have the ability to pay. You told me that it's because they're closing their books out and wanted to get all the money in.

R. No, I never told you nothing like that.

M. What did you tell me? What did you tell me?

R. I'd settle it to you.

M. Yea, you'd settle it. But give me a reason why. How come?

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- R. Why? Because you didn't pay it.
- M. I didn't pay it. You were going to settle it.
- R. Yea.
- M. I see.
- R. -----I've settled these all over the country, BOBBY.
- M. You settle them.
- R. You're not the only one I settle with.
- M. All right, let's say I'm settled. But how did you get them to settle for only 50¢ on the dollar?
- R. I didn't.
- M. Well, that's not what
- R. ---¢ on the dollar.
- M. See the trouble is I have to get, you're telling me one thing and we already know the truth.
- R. Well, what did I tell you, BOBBY?
- M. You told me you were going to get it settled for eight and, uh, I could pay nine so you could make a thousand. Which I agreed to. Huh?
- R. Listen, I don't guess you're recording all of this, but it don't make no difference to me. You tell me you got recorded conversations, just tell the truth. I was trying to save you \$2,000.
- M. No. No, you were only going to save me one.
- R. BOBBY
- M. In the beginning only one.
- R. BOBBY, it was two.
- M. No, nine for ten.

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R. Two

M. You were going to get in it for eight and I was going to pay you nine. Six and three. Right?

R. It ----- . What do you mean six and three?

M. Well, I gave you three and I was going to pay you six more and I was going to save a thousand.

R. I see, what are you trying to do?-----

M. No, no. This happens to be the truth.

R. It happens to be. Did I call you and say I would save you 2,000?

M. This was the second call after [redacted] had called.

R. On the second call did I tell you I was going to save?

M. Yea. Then you told me, well, we'll go ahead and make it six.

R. Well, look. I'm not going to go through all this. If you don't want to pay it, you just don't pay it. That's all.

M. All I want you to do, ASH, is to send me my three back and let me handle it with the Thunderbird. I'll pay them in full.

R. Uh huh. And how are we going to get the three? How am I going to get the three?

M. Well, I don't know how you're going to get the three. If I call [redacted] he'll, I think he can give me the three back here.

R. Ask JOHNNY to send you the three back. It's all right with me. That's why I just tried to tell you. You want to hold on a minute again? I'll see if I can get [redacted] again.

M. All right.

R. Hold on.



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R. You got my address?

M. No. I'll sent it to [REDACTED]

R. That's all right. You send the marker back to [REDACTED] whoever you want.

M. All right.

R. Okay.

M. Yea.

R. All right.

M. Okay, kid.

R. Let me tell you, BOBBY.

M. What?

R. Don't try to put me in no jackpot.

M. Who's putting you in a jackpot?

R. I don't care. You just don't try to put me in any jackpots with anybody, do you understand?

M. All I'm doing is the right thing.

R. I don't want you to put me in no jackpots. I don't want you to say anything that I tried to take part of something or anything else. That's all. Because I did that for you.

M. Well, didn't you just tell [REDACTED] a few

R. Did you hear what I just told you?

M. Yea, I understand that.

R. Man, I'm telling you.

M. I wouldn't do that to you. But the thing is you just told [REDACTED]

R. I'm telling you I don't want to talk about it no more.

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- M. I know, but you told the man yourself that you were entitled to make that 3,000.
- R. I'm sending, I'm going to send you back the three. I'll try to get a check from JOE and we'll send you back the three. You just send back the marker. When you're ready to pay the marker at the end of the month.
- M. All right, kid.
- R. Okay.
- M. Okay, ASH.
- R. But don't try to put me in no jackpots 'cause it ain't going to be good for you.
- M. ASH, what do you mean?
- R. Just what I told you. Did you hear what I said?
- M. Why would I put you in a jackpot, ASH?
- R. Okay. I just hope it works out that way, [ ] because if it doesn't, you know, two can play the same game.
- M. I mean, why would, why would I put you in a jackpot?
- R. You might call [ ] and tell him that I tried to keep part of the money. Is that what you're going to do?
- M. No, no. I wouldn't do that.
- R. Uh huh.
- M. I wouldn't. Why would I do that?
- R. I don't know. Because if you told me, for one thing, you don't keep your word.
- M. I don't keep my word, but you don't tell the truth.
- R. BOBBY, the last conversation I had with you
- M. You were trying to. Look, ASH, all I want to do is, were you trying to keep 3,000 of my money for yourself. That's all I want to know. You were getting it for five and you wanted eight from me.

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R. It's a lie.

M. It's a lie, huh?

R. It's a lie, that's right.

M. How much were you trying to keep of my money?

R. I'm not keeping nothin' of your money. Are you trying to get me to say that I am, BOBBY?

M. No, no.

R. You want to make a recording of that?

M. No, no, no. You told [redacted] already that you were keeping three, that you did me enough favors - you were entitled to it.

R. That's a lie. I never said nothin' like that.

M. You didn't?

R. Huh?

M. In other words, he's lying to me now?

R. -----

M. No, not [redacted] The fella that talked to you from my office earlier today.

R. You weren't even there, [redacted]

M. He told me about it already.

R. Told you about it?

M. Yea.

R. Uh huh. I never said nothin' about keeping three.

M. Well, I don't know. We got the damn thing on tape.

R. I called him, he was. Hey, listen. Let's not go through this any more, BOBBY. Just you know what I just told you. That's all. I'll take the

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- M. If you had told me, ASH, that you were getting it for five and you wanted six.
- R. BOBBY, you're gonna keep putting words in my mouth. You ain't gonna do it.
- M. All right, ASH.
- R. Just will you let it go the way it is.
- M. All right, ASH.
- R. I'll try and get the money from JOE to send back to you.
- M. All right, ASH.
- R. Fine.
- M. Okay. Bye.
- M. He don't want to say nothing.

(The two participants in this conversation are ASH RESNICK (R) and BARNETT B. MAGYDS (M).)

- R. The marker ain't worth 2¢.
- M.  says my name goes on a list. b6  
b7C
- R. BOBBY, you go listen to that baloney. Your name goes on a list? Your name goes on what list, BOBBY?
- M. The list that they have to take a settlement.
- R. BOBBY, you know it ain't, no.
- M. No, I don't know.
- R. Well, I'm telling you it ain't so. There is no such thing, BOBBY. And I'll swear by my baby.
- M. That was the whole thing that bothered me.

- R. BOBBY, look. I'll swear by my baby. You can go in any ----- hotel you want and get as much credit as you want. Anyplace that you've ever been in. There is no such thing as the Government or anything else. Do you want me to tell you what the whole thing is with the marker?
- M. Yea, tell me.
- R. All right. At the end of the year, say the Thunderbird's had a lot of markers. Say guys owe us money, BOBBY.
- M. Yea.
- R. Now we can write that off. Do you understand?
- M. Yea.
- R. We don't, all we have to do is show the marker and it can be written off income tax.
- M. Right.
- R. If we don't have a marker, then it can't be written off.
- M. Right.
- R. That's the only thing there is with a marker. That's why when a guy loses money and he walks away from the tables they want to get a signed marker by him. He may be good as gold. Listen, I do it with my friends a lot of times. I just, I sign for them or I lay out the money for them. But the only reason we need a marker is so that it can be deductible.
- M. Um hum.
- R. Now if you paid 5,000 or 6,000 or 8,000 on a \$10,000 marker it doesn't mean a (OBSCENE) thing against you. Not 2¢ worth. But the reason that they want to keep the marker is that they could write off the other 5,000.
- M. Well, that was the whole point, they'd get my name on that list.
- R. There's no such thing as any list, BOBBY. And I'll swear by my baby to you.

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- M. Well, I'm talking about the list. If they want to write it off, you know, as a loss, they
- R. There is, it doesn't go in your name.
- M. It doesn't go in your name?
- R. It doesn't go in any name. It's just an amount.
- M. And
- R. They don't put down any names, BOBBY. All they put down
- M. I know. Well, how do they verify it, though, that, uh
- R. By the marker.
- M. I know, but my name, my name is signed to that marker.
- R. But you got the marker.
- M. I know, but I don't have it.
- R. Well, it'll be there, BOBBY, if you tell me it ain't there. It's gotta be there.
- M. I'm telling you it's not here, ASH.
- R. All right, BOBBY, then it'll be there sometime today because I sent it out at 5:00 Saturday.
- M. I'm not gonna lie to you, ASH. I was out of town. I was in the country at the bank this morning.
- R. All right, BOBBY, I
- M. I don't lie to you. Do you understand? It looks to me like you're trying to trap me.
- R. BOBBY, I'm not lying to you either. I sent the marker out at 5:00.
- M. No, I'm not talking about the marker. The whole deal bothers me because the way

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- R. [ ] Why should the deal bother you when I saved you money on it?
- M. Wait a minute. You're, I'm not worried about what you made. That wasn't the point. The point is that [ ] called me. Listen, wait a minute. Now let me talk.
- R. [ ] is trying to collect whatever he can.
- M. I understand. But he tells me about the marker that, uh, where they take. I asked him, you know, in another conversation, I said, now look. If we settled this for five, I don't care, I didn't discuss no amounts with him. I said where is my marker. I said ASH said he has torn it up. He says, no, ASH, can't get this marker. I said due to the fact that we've got to have it when the people come in to check this to show a loss. I said, well, they're going to get my name off of it. He says, absolutely, he says they certainly will get your name.
- R. BOBBY, I just gave you that, that's a lot of (OBSCENE). There is no. Your name doesn't go on nothin'. And furthermore I went to JOE WELLS. JOE WELLS told [ ] to give me the marker. That's how I got the marker. I got it, didn't I?
- M. Well, you say you got it. I don't have it yet.
- R. Well, I told you it was September second I wrote it out and I sent it to you. All right, now, let's forget about that. When you get the marker, BOBBY, and you'll have it today.
- M. All right.
- R. Do you want to sell it that way so you'll save 4,000 and there is nothin' at all against you, BOBBY? There isn't nothin' that's going to hurt you, uh huh, you know, your background or anything else.
- M. Well, I don't. I'm not worried about, I'm not worried about my credit. I'm worried about, uh
- R. BOBBY, there is nothin' they. (OBSCENE), BOBBY. You said if they got the marker they would have your name on it.
- M. That's right.

b6  
b7C

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- R. Well, they don't have no marker. There is no marker. You're the one that's got it. You take it.
- M. All right, let's say, let's say I got the marker, but he's still going to turn me in, he told me.
- R. He can't. How could he turn you in without a marker?
- M. He said he did. He just called me. He said he's got to turn my name in.
- R. BOBBY, it's absolutely impossible and there's no such thing as turning in a name. There is no such thing.
- M. A name that they had to take a loss on.
- R. What?
- M. A name
- R. They can't take no loss on it now even. They can't take no loss on your marker.
- M. They cannot?
- R. No. How could they? They don't have the marker. That's what I tried to explain to you, BOBBY. The only way they can take a tax loss they have to have a signed marker by you.
- M. Yea. In other words I'm going to have that marker here?
- R. It's, BOBBY, you should have had it already, we sent Airmail Special Delivery.
- M. Well we don't have it yet.
- R. All right. Now let's forget about everything else. When you get the marker you send me the 3,000, tear up the marker, and nobody is hurt and there is no smudges, nothin' against your name, BOBBY.
- M. All right. I'll do that providing one thing.
- R. BOBBY



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- M. -----providing one thing, I'll do it as soon as his letter comes in. He's supposed to mail to today stating that I don't owe him any more money. He's supposed to do that.
- R. Well now, BOBBY.
- M. He's sending me.
- R. I
- M. He's sending me a letter.
- R. BOBBY, wait awhile. I spoke to [redacted] when your man told me about the letter. I told [redacted] do not send him any letter until I get the money or the marker back.
- M. Well, no, no, no. If you'll send me the letter, I'll send you the \$,000.
- R. Well, I mean, what kind of a letter do you want now?
- M. Well, he knows about it. Stating that the thing was settled for five or whatever it was and that I, and that I'm clear.
- R. Well, BOBBY, it ain't settled for five; it's going to be settled for six.
- M. Whatever it is. Six, whatever, I don't care if it's five, six. I just want, I want a letter on the, on the Thunderbird stationery that I don't owe them any
- R. BOBBY, now you're going to hold me up for five more days.
- M. No, I'm not. He can send the letter out this afternoon. He was going to do it.
- R. Oh, (OBSCENE).
- M. If you'll do that, I'll get the money out to you immediately.
- R. Well, BOBBY, you're going to (OBSCENE) me around, I need that money real bad. I wouldn't be bothering you like this.

LV 92-1842

M. ASH, I got to do it that way. I want, I want to be through with it.

R. Well, you're through with it now. If you got the marker back.

M. I don't have the marker.

R. Huh?

M. I don't have it.

R. I said when you get it. Do you want me to call you at home tonight? By tonight you should have the marker.

M. No, don't call me at home because I'm leaving for New Orleans.

R. It was sent to 5100 Gulf Freeway.

M. Right.

R. Is that the address?

M. That's right.

R. BOB MAGIDS, Magids Investment Company, 5100 Gulf Freeway, Houston, Texas.

M. Right.

R. Now it should have been there today, BOBBY.

M. Well, it'll be here if you sent it.

R. I sent it Saturday night at 5:00.

M. Well, it's not here yet, but it'll be here.

R. It'll be there.

M. But look, ASH, just tell them to send out a letter right now.

R. Well, the letter ain't gonna mean nothin'.

- M. It means something if it comes up later on. I have a letter showing I don't owe him nothin'. Just tell 'em to send me a letter on his stationery.
- R. What do you want, a letter saying that you paid \$6,000 in settlement of
- M. A letter stating that, like this, that as of this date, letter dated, as of this date, whatever the date is, that I owe them nothin', period. That's all. That I full and final settlement I don't owe them nothin' I don't want.
- R. I wrote that in the letter that I sent you.
- M. What letter?
- R. With the marker. I wrote you a letter like that.
- M. You did?
- R. Yes, I did, BOBBY. I wrote, I wrote, uh, Friend Bob. This letter will, uh uh, how the hell did I word it? This letter will, uh, put you free and clear of any debt with the Thunderbird Hotel. As of now, uh uh, there is no, uh, claim or something against you. You are absolutely. There is no debtedness to you with the Thunderbird Hotel. I put down that down in the letter, BOBBY.
- M. Oh, you did?
- R. I did. A letter, I sent you a letter with the marker.
- M. Oh well, if you said that, that'll be, that's good enough.
- R. Well that's, that's the same thing. BOBBY, look. I'm an owner in a hotel. Is that right?
- M. That's right.
- R.  does this work for me. Now if I send you a letter it's signed by me, it's signed ASH, do you keep that letter and if anything ever arises you've got that letter. You could throw it all back on me.
- M. Well, that's all I want. I don't want to pay it twice.

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- R. BOBBY, I wrote down that this will, as of now, you are free and clear of any indebtedness to the Thunderbird Hotel.
- M. All right. So then you want three more, is that right?
- R. Just wire me the three, BOBBY, 'cause I got to have it right away.
- M. All right. As soon as the marker comes in I'll send you the three.
- R. Can I call you? Where can I call you tonight to make sure you got the marker?
- M. Well, tonight I'm leaving for New Orleans, but I'm leaving the money and the instructions here. In the morning you can call here and talk to [redacted] He'll handle it.
- R. [redacted]
- M. Right.
- R. All right, BOBBY.
- M. He's going to handle it. He knows. I told him ~~that~~. I'm going to tell him before I leave tonight, I'm leaving him the money and I told him if he gets a letter together with the marker to mail you the three.
- R. Right.
- M. I mean not to mail it, to wire it to you.
- R. Wire it to me. I put the address down in the letter, too.
- M. All right, then. I don't want to fall out with you, but you see the man scared me. He just scared me.
- R. There is no. Will you please listen to me? Now you know better than this. BOBBY, let me tell you something. Do you want to listen to me?
- M. Yea, I'll listen.
- R. If you don't pay it, could they do anything?

H. If I don't pay it?

R. Yea.

M. Well, they could turn me in to the Government.

R. They can't turn you in to the Government. For what?

H. Well, to show that it wasn't paid.

R. It ain't your name, BOBBY.

M. It is my name.

R. It isn't your name. It's just an amount.

H. No, I signed it.

R. It doesn't matter. All they're interested in is the amount, BOBBY.

M. I see.

R. BOBBY, I got a (OBSCENE) million dollars in markers with me now. \$1,000,000.00, would you believe that?

H. It's possible.

R. Now what about the (OBSCENE) money I can't collect? There's nothin' done about it. We can't do nothin'. We can't take you to court. We can't sue you. We can't do nothin'. All we can do is try and collect it. We can't collect it, we gotta throw it away. Tear it up.

H. Well, the only way I'm paying is on the honorable system. You're either an honorable person or you're not.

R. That's the way it is. What the (OBSCENE). When the El Rancho burned down, BOBBY, all the markers were destroyed.

M. Right.

R. I knew people that owed money so I called them up and if they're honorable they payed it. Other guys says, well, you give me the marker, I'll pay it. But we didn't have the markers. They were burned up.

LV 92-1842

M. Yea.

R. So what the (OBSCENE). So they didn't pay it. But if a guy's honorable he's going to pay it.

M. That's right, that's right. Listen, it was never the question of you making money. That was never the point. [redacted] is the one that scared me.

R. -----: That's all (OBSCENE) with [redacted] don't worry about

M. I don't care about a man making money as long as I was having.

R. All right, BOBBY.

M. Yea.

R. I sent you a letter with the marker and in the letter says this letter will free you from all indebtedness. As of now you are paid in full and no obligation to the Thunderbird Hotel. I wrote something like that in the letter.

M. All right. As long as, as long as you've got that signed by you, that's satisfactory.

R. Well, now you saved four and I got nothin' and let's all be happy.

M. No, I know you're getting a thousand, but I don't care.

R. You see, the thing that bugs me, BOBBY, I asked you to do something; you agreed to it. Then now you start telling me you're going to call [redacted] and do this and do that. I mean it wasn't right what you did.

M. But you don't understand. You see, you told

R. BOBBY, I don't want to get hot at you and I don't want to have no falling out at you because it ain't going to be good. You know what I mean. It ain't going to be good. When I spoke to you Saturday I told you what I was going to do; you said okay. So I did it. Right?

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- M. I know, but, see, you told me
- R. You could have told me Saturday you didn't want to do it.
- M. You should have, but you told me you had torn up the marker.
- R. That was before, BOBBY, because the (OBSCENE) marker didn't mean a thing. I would have got it and tore it up.
- M. Then DUNN tells me you can't get it.
- R. Well, did he give it to me?
- M. Yea, now he says he gave it to you.
- R. Well, I know it. I told JOE WELLS. I'm a (OBSCENE) partner in there. [redacted] isn't.
- M. Well, what's the difference? I don't care about you making the money, I mean
- R. All right, now listen. I also put down in the letter if you and your wife want to go to Florida with me around January 20th. I've got the plane tickets and you'll be my guest.
- M. No, I
- R. That was also in the letter.
- M. All right.
- R. So if you still want to go, I got no hard feelings with you, BOBBY.
- M. I don't want you to fall out with me, ASH.
- R. All right. There's no hard feelings. I ain't gonna (OBSCENE) you. I just look to save you some money. You shouldn't care if I make any money. That's not
- M. I don't care, I don't care.
- R. That's got nothin' to do with you.

LV 92-1842

- M. It wasn't that that I was worried about. It was about DUNN telling me about that list.
- R. Well, that's all (OBSCENE). There's no (OBSCENE) such thing as any list.
- M. All right. Anyway, I'm leaving instructions here and if the marker comes in I'll have the money out to you in the morning.
- R. Right. There's a marker with the letter in there.
- M. Okay. All right.
- R. All right, BOBBY.
- M. Have a good time.
- R. Bye bye, kid. Listen

SUBJECT SHOULD BE CONSIDERED AS HAVING SUICIDAL TENDENCIES.



# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>9/19/67</b>	INVESTIGATIVE PERIOD <b>6/26/67 - 9/11/67</b>
TITLE OF CASE <b>"CHANGED" IRVING RESNICK, aka Ash Resnick:</b>		REPORT MADE BY [Redacted]	TYPED BY <b>vsg/alj</b>
[Redacted]		CHARACTER OF CASE  <b>AR; ITAR - GAMBLING</b>	
BARNETT B. MAGIDS, aka			

The title is changed to set forth the following additional subjects: IRVING RESNICK, aka; [Redacted] aka.

REFERENCE:

Las Vegas report of SA [Redacted] 5/29/67.

- P -

LEADS:

HOUSTON

AT HOUSTON, TEXAS

Will determine the location of the checks and any letters which were being held by either MAGIDS attorney or local authorities in Texas, and furnish this office with the name of the appropriate person to subpoena in order for production of these records before a FGJ in Las Vegas.

ACCOMPLISHMENTS: None

Case has been: Pending over one year  Yes  No; Pending prosecution over six months  Yes  No

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW	
COPIES MADE: ② - Bureau (92-9303) 1 - USA, Las Vegas 3 - Houston (92-556) 1 - USA, Houston 2 - Las Vegas (92-1842)		92-9303-6	MCT-15
		SEP 20 1967	REC 8
			EX 106
Dissemination Record of Attached Report		Notations	
Agency	CC. AAG, Criminal Division,	<i>[Signatures]</i> STATE SECT.	
Request Recd.			
Date Fwd.	Organized Crime and Racketeering		
How Fwd.	6 OCT 3 1967		
By	[Redacted]		

Hand made

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LV 92-1842

LAS VEGAS

AT LAS VEGAS, NEVADA

Will continue to maintain contact with the USA  
in Las Vegas and follow prosecutive action.

- B\* -  
COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATIONCopy to: 1 - USA, Las Vegas  
1 - USA, Houston

Report of:

[REDACTED]

Office: Las Vegas, Nevada

Date:

9/19/67

Field Office File #:

92-1842

Bureau File #: 92-9303

Title:

IRVING RESNICK

[REDACTED]  
BARNETT B. MAGIDS

Character:

ANTI-RACKETEERING;  
INTERSTATE TRANSPORTATION IN AID OF RACKETEERING - GAMBLING

Synopsis:

There is set forth interview with subject MAGIDS and his associate, JACOB M. FEINSILVER, in which interviews the inter-state betting activities on the part of MAGIDS with the other subjects is described. MAGIDS SHOULD BE CONSIDERED AS HAVING SUICIDAL TENDENCIES.

- P -

DETAILS:

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FEDERAL BUREAU OF INVESTIGATION

1

Date 6/29/67

On June 26, 1967, further of BARNETT B. MAGIDS took place at the Eastham Unit of Huntsville Penitentiary. He advised that he desires to cooperate with the Federal Government in any way possible; however, he does have to look out for his own interests. Now that he is serving a 12 year sentence on state charges, and is not in federal custody, he does not feel that the Federal Government is in a position to help him in any way in connection with a recommendation for parole or lessening of his sentence. On the other hand, if he were to appear before a Federal Grand Jury or testify against the people he has previously been involved in gambling activities with in Las Vegas, he has "everything to lose". He stated not only would he be in danger of his life, but also it is possible that once he finishes his state sentence, some of these people might be willing to stake him to get him started back in business. He is also fearful of any problems they may cause his wife and family while he is confined.

It was pointed out to MAGIDS that the Federal Government was not asking for his cooperation with any promises involved, and that there is nothing that could be indicated in any way to be of help in connection with his state prison sentence. However, the Federal Government does have laws that deal with any intimidation or harm to government witnesses and that this phase of his concern would not really be a problem. He agreed that should he desire to cooperate and testify, it would be as an act of good citizenship.

He pointed out that he is not a criminal, and all of his thinking, and all of his thinking is entirely foreign to that of the other inmates in the prison where he is confined. He still does consider himself completely honest and

On 6/26/67 at Trinity, Texas File # Houston 92-556  
 by SA  /tjs 2 Date dictated 6/27/67

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HO 92-556

law abiding, and wants to remain this way even through his prison sentence.

He stated that he does feel that he has information available that could develop evidence of interstate gambling violations by the individuals previously mentioned who are operating in Nevada. He stated that one witness that could corroborate some of his activities is his former very close employee and associate JACK FIENSILVER. FIENSILVER was not involved in any way, and does not even know how the gambling operates; however, on many occasions, he gave FIENSILVER detailed instructions as to what to do, and had FIENSILVER make contacts with people in Nevada not only to place bets, but also to forward funds, etc.

He further advised that in Las Vegas evidence could be developed as to the monies. He understands that RESNICK, who received some of his bookmaking monies as well as the "hunchback" who was his bookmaker there, are known to have cashed a large quantity of his checks, including cashier's checks at the Stardust Hotel. He has never done any casino gambling at the Stardust, and there would be no reason for this hotel to have received any of his checks. It is possible that investigation at the Stardust regarding these checks could identify him with the subjects in Nevada, and corroborate the fact that they were actually paid by MAGIDS to other people.

MAGIDS advised that he would give this matter further consideration. He stated that should he decide to testify, he would have to "sit down and go into great detail". He feels that he could furnish sufficient details to substantiate a federal interstate violation.

## FEDERAL BUREAU OF INVESTIGATION

1

Date 7/10/67Houston, Texas

FEINSILVER On July 7, 1967, JACOB M. FEINSILVER, also known as JACK, 3922 Amhurst, telephone MO 87357, advised that he worked for BOB MAGIDS for about nine years as "general handyman". He has been unemployed since that time. He has a Masters Degree in social work, but has some speech impediment because of Parkinson's Disease and asthma. His wife, ETHYL, is a social worker at Saint Joseph Hospital.

He never knew MAGIDS' financial position or details of MAGIDS' operations. FEINSILVER is not a gambler and knows nothing about gambling, but did run errands for MAGIDS in connection with his gambling. He made three trips from Houston to Las Vegas, delivering money for MAGIDS' bookmaking bets, and he accompanied MAGIDS to Las Vegas on one or possibly two other occasions. When he went out with MAGIDS, they had little or no contact with each other while there, and he knew nothing of MAGIDS' gambling activities except that he spent practically all the time at the tables.

MAGIDS had met at one of the hotels a "very attractive girl, but she would not go all the way". MAGIDS spent considerable money on her and on one occasion purchased an expensive gold watch for her from Houston Wholesale Jewelers, and on another, had the Three Brothers Bakery bake her a large birthday cake which he carried out with him on the plane. Her name was MARY ANN (LNU), and she worked as a cocktail waitress.

FEINSILVER knew that MAGIDS gambled very heavily in Las Vegas, and also did some gambling around Houston. He assumed that much of MAGIDS' income came from this gambling until his true source came out later.

The first time he was sent to Las Vegas was in about 1962 or 1963. MAGIDS gave him an envelope with the name and the place it should be delivered written on it. He flew out and stayed at the Tropicana under a phony name, which was MAGIDS' practice. He took a cab to the place and this was a store front on the main strip where only betting takes place. It is on the right side going towards town from

On 7/7/67 at Houston, Texas File # HO 92-556

by SA  ldc <sup>b6</sup> <sup>b7C</sup> Date dictated 7/7/67

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the Thunderbird. He believes it might have been named the Hialeah. When he delivered the envelope to the man, it was opened in his presence. This one contained checks totalling either \$ 20,000.00 or \$ 50,000.00. These were cashier's checks payable to MAGIDS that he had endorsed. He had obtained these either from the Bellaire Bank or the South Main State Bank.

When the man took the checks out of the envelope, he just said "Okay" and already knew what the money was for or to be used for. FEINSILVER told him it was from BOB and that he would be checking back before returning to Houston.

FEINSILVER went back and saw the man at his place and was given \$ 1,100.00 in cash to bring home. This man said it was money left over from the betting for BOB. FEINSILVER took the money back to MAGIDS in Houston. He cannot now recall the man's name or description and doubts that he would be able to identify him. He thinks it was some odd name, possibly "BIG JOE" or "JOHN THE GREEK" or something like this. It was not [redacted] who he delivered money to on the second trip, possibly at the same bookmaking location.

The second time he was sent out was sometime in 1963. The envelope was addressed to [redacted] at an address and he feels it may have been at the same book as the first place, although he didn't pay that much attention as he again went there by cab. This envelope contained cashier's checks payable to and endorsed by MAGIDS, totalling \$ 50,000.00. The man called [redacted] who walks with his head slanted down in front of him, opened the envelope and when he found it was checks, he would not take them. He said "the heat was on" and he didn't want checks, but would take cash only. FEINSILVER went back to the Tropicana where he was staying, again under a phony name, and tried to cash the checks there, but was unsuccessful. He then called BOB and told him the situation and BOB said he would make a call and then call him back. He got a return call from MAGIDS, who had called someone at another hotel, name not recalled. This hotel was closer towards town than the bookmaking location. He gave the name of someone to see there and when FEINSILVER took the checks to that person, they were cashed. The money was put

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into a paper sack and FEINSILVER "never saw such a bundle of money in my life". The man then assigned a security officer from his hotel, who drove FEINSILVER back to the [redacted] who counted out the money in the sack and accepted it. The [redacted] said he would get in touch with FEINSILVER before his return to Houston.

[redacted] FEINSILVER received a call and went back to the [redacted] who said that all of the money had been spent and there was nothing to return. He gave FEINSILVER a \$ 100.00 tip. He seemed to be very cautious and did not discuss any business over the telephone.

A third trip was also believed to have been made in 1963, at which time FEINSILVER's wife accompanied him, and they registered in their own names at the Thunderbird. He believes this may have been over the New Year's weekend of 1964. This envelope contained \$ 25,000.00 in Title Company checks, payable to and endorsed by MAGIDS. The envelope given him by MAGIDS was addressed to the name of a man who was supposed to be one of the owners of the Thunderbird. This was a different man than either of the other two, but he had an unusual name which might have been "BIG JOE" or "JOHN THE GREEK" or something like this. MAGIDS' instructions were for the envelope to be given to the man, and then for his wife and he to spend a couple of days having fun.

His wife may have been present when he gave the man the envelope. This took place in the restaurant in the Thunderbird where the man was sitting at a table where he has a telephone and apparently conducts business. The money was to be used for MAGIDS to place bets with. FEINSILVER knew this because either at that time or shortly thereafter, when his wife was not present, he was again at this man's table when the man phoned MAGIDS in Houston to find out how he wanted to bet the money. FEINSILVER overheard the one side of the conversation, and the bets dealt with baseball and foot ball games. As near as he can now recall, this man was around forty or so and was tall.

He did see this man on a later occasion, possibly in 1965. The man came to MAGIDS' office on the freeway and they had private conversation in MAGIDS' private office without FEINSILVER knowing what was said.



FEINSILVER was asked about the name of ASH RESNICK. He could not recall that this was one of the names on an envelope, but he did remember some talk about this person. He does not recall ever seeing or meeting anyone by this name.

On one of the trips out, MAGIDS gave him \$ 2,500.00 and instructed him to play with it, trying out a system on the crap tables. FEINSILVER does not know how the gambling works, but followed MAGIDS' instructions about the system and it worked for a while, but he ended up losing the \$ 2,500.00.

He also accompanied MAGIDS to a dice gambling game at the T & C Motel in Dickinson, Texas. He met some local bookmakers or their employees in passing money back and forth for MAGIDS. MAGIDS bet with at least three Texas bookmakers, names not recalled. One of these FEINSILVER met at MC MANUS Drugstore on Bissonnet, and would give or receive envelopes. Another was in Austin, Texas, and when he owed MAGIDS on at least one occasion, FEINSILVER flew to Austin and the man met him at the airport and gave him an envelope. When MAGIDS owed the man, they would usually meet in one of the South Main motels. Amounts transferred between these Texas bookmakers were usually under \$ 10,000.00. The other bookmaker was in Galveston at a "store front" and again MAGIDS was betting baseball and football.

FEINSILVER advised there may be other details that he will recall at a later time.

## FEDERAL BUREAU OF INVESTIGATION

Date 8/10/67

On August 8, 1967, BARNETT B. MAGIDS was further interviewed at Eastham Unit, Huntsville State Penitentiary, where he is serving a twelve year sentence. He advised he would be willing to furnish any truthful information in his possession as long as it was not to be used against him personally. He was advised that the purpose of the interview was to obtain information from him as a potential witness in matters relating to his previous gambling activities and contacts. Thereafter he furnished the following data:

He advised that without giving the matter serious study and possibly referring to records or calendars he could not necessarily pinpoint specific contacts or activities dealing with his gambling in Nevada. For several years he himself traveled out to Nevada almost weekly. On other occasions when he could not go personally he sent his employee JACK FEINSILVER. It is his recollection that FEINSILVER went out for him on at least three or four occasions.

In discussing one of these occasions, wherein FEINSILVER and his wife went out on a new years weekend of 1963-1964, he recollected the following at this time about this particular incident:

The individual to whom FEINSILVER delivered the checks at the Thunderbird Hotel was ASH RESNICK. RESNICK was supposedly a good friend of MAGIDS' and at that time MAGIDS did not consider him to be a bookie. Instead MAGIDS was under the impression he was accommodating MAGIDS as a friend by helping MAGIDS place his bets and transact his bets because the bookie would not handle this by telephone.

MAGIDS had done a large volume of business with the bookmaker known as [redacted]. He has heard his real name and believes it is [redacted] possibly. He had a partner or associate in the business by the name of [redacted]. After the federal laws on gambling were passed in the early 1960s, neither the [redacted]

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8/8/67

Trinity, Texas

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On \_\_\_\_\_ at \_\_\_\_\_ File # \_\_\_\_\_

by SA [redacted] /s/jm. *J* 8/9/67 Date dictated \_\_\_\_\_

would talk to MAGIDS on the telephone whether he called them long distance from out of state or whether he was right in Nevada. Before that law they had been willing to do business by telephone including giving out the line and taking of the bets. As a result of the law and their requirement of personal contact, MAGIDS sent FEINSILVER out on the occasions. He had attempted to have FEINSILVER deliver money and obtain the line in person and call MAGIDS back in Houston with the data. MAGIDS would study the line and decide on his bets and then call FEINSILVER to have him place the bets in person with the money he had already given the bookies. Because FEINSILVER was not too competent at this, RESNICK said that he would handle this for MAGIDS.

MAGIDS recalls that he was closing a deal with one of the title companies, possibly Texas Title the day before the year end holiday. In fact, the title company employees stayed an extra hour or so to get MAGIDS money to him which would have been at least \$50,000 in title company checks. Two or three days before that MAGIDS had called RESNICK in Nevada for the line and said that he would either come out or send the money out to bet on the holiday games. MAGIDS recalls that RESNICK called him back in Houston and give him the line on the three or four games he was interested in. On this same call from RESNICK, MAGIDS then gave him the bets he wanted to make. RESNICK said that MAGIDS would have to have the money there in Nevada to cover these bets. MAGIDS told RESNICK at the time that he doubted his wife would let him get away over the holidays but that he would send "my man JACK".

MAGIDS then asked JACK to handle the funds but JACK too did not want to be gone without his wife over the holidays so MAGIDS suggested they both go. On previous occasions when MAGIDS obtained title company checks he would convert them to cashiers checks to take or send to Nevada. On this occasion, he received the checks too late in the day to do this so he endorsed the title company checks and sent them with FEINSILVER.

He recalls that after JACK arrived and gave the checks that he had to ASH, ASH called MAGIDS and confirmed the wagers MAGIDS had given him on the telephone a few days previous. Shortly thereafter or the next day or so, ASH called MAGIDS back and said "I have some bad news for you." "I didn't bet it yet because I was not sure your man was coming". MAGIDS was upset because he thought the bets had already been made for him and now he had sent the money out to cover them and they had not been made. RESNICK said he was sorry and further advised that the line had changed and he could not bet at the original line they had discussed previously. He then gave MAGIDS a new line and left it open as to whether MAGIDS wanted to go ahead and bet on the new figures. MAGIDS recalled

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then that every team he liked the points had changed against him. MAGIDS told RESNICK he was not happy but to go ahead and to do the best he could in placing the bets.

About 15 minutes later, RESNICK called MAGIDS' back again in Houston and gave him the rundown saying it was the best he could do. On one team, MAGIDS had to take a point less and on another he had to give a point and one half more and so forth. Because of his addiction to the gambling, he had gone ahead in this manner even though he knew the original point spread was the one in which he had a chance to win.

After the games were played, he figured out that instead of losing \$7,000 or \$8,000 for the day as he would have by betting the original line, it ended up that he lost \$39,000, for the day. This was entirely because of what he thought was RESNICK's failure to place the bets for him on time at the older odds. He was unhappy for the way he lost it although he never had remorse for losing the fabulous sums that he played over the years.

It was three or four months later that he learned that RESNICK himself had booked these bets and had set the new line. This was on an occasion that MAGIDS was at a dice table at the Thunderbird when the [redacted] walked in. He could tell the [redacted] was talking about him with someone else at the end of the table. The [redacted] then came over and asked MAGIDS how come he was not getting his business anymore. MAGIDS referred to the big new year's business that he had gotten. The [redacted] laughed and said that "You're betting in a spot you can't win and even if you win you can't get paid". MAGIDS asked what he was talking about and the [redacted] said it was all over town among the gamblers that RESNICK had booked MAGIDS new year's bets himself and had made all the money himself and that MAGIDS was a "smuck".

MAGIDS, not wanting to show that he was stupid, remarked back that he would just have lost the money on dice anyway. He and the [redacted] then discussed the line that the [redacted] used on the new year's bets that should have been used by RESNICK. MAGIDS found that he would have won all three or four bets under the correct line.

MAGIDS states that over that new year's weekend he recalls talking to ASH at least four or five times regarding the line and betting and that at least three of these calls originated from Nevada and were by RESNICK and were placed to MAGIDS in Houston.

Although MAGIDS recalls this incident more

HO 92-556

definitely because of how he was taken in himself, he does remember there were many other times that RESNICK initiated calls from Nevada to him in Houston dealing with betting. It had been his practice that on occasions when he had money upon leaving Las Vegas he would leave this money on deposit with RESNICK at the Thunderbird. Thereafter MAGIDS would call RESNICK and RESNICK would call him and they would discuss the lines and how to bet. MAGIDS had no way of knowing whether RESNICK was booking this money himself or laying it off or placing the bets with other books for MAGIDS. This is because MAGIDS never collected any money he won with book bets but instead let any winnings stay under RESNICK's control for further betting until it was all gone.

With respect to the table in the restaurant at the Thunderbird, MAGIDS stated that this particular corner table was where the officials ate. Most of them would receive frequent telephone calls at the table and RESNICK conducted considerable of his business from this location.

MAGIDS advised the only Las Vegas contact that called him in Houston was RESNICK. Neither [redacted] nor his partner BARNEY ever called and they did not even know his number and did not want to know it. The reason they wanted to do business only in person in addition to not wanting to talk over interstate telephone was that they were not paying the ten per cent federal gambling tax. All of their business with MAGIDS was done verbally and nothing was recorded. The only checks they would take were checks not made out to MAGIDS personally but which were made to a corporation or some other way so that they did not need MAGIDS endorsement. [redacted] had some arrangements with an individual by the name of E. WALKER to get these type of checks cashed at the Stardust. WALKER was actually a hidden backer of the Hialeah book and worked as a pit boss at the Stardust as a front.

This is the reason on the occasion when FEINSILVER took \$50,000 or so in cashiers checks to [redacted] and he would not accept them. MAGIDS states the Tropicana would not cash them because they were afraid of the endorsements and would not be making anything on the deal so did not want to take the liability. When FEINSILVER called MAGIDS and told him the situation, MAGIDS called a woman who was head bookkeeper at the Thunderbird (later at the Sands). He arranged with her as a favor and accommodation to him only to cash these checks and send security guard with FEINSILVER with the money. MAGIDS owed the Thunderbird a \$10,000 or so marker and she asked if he wanted this deducted. He told her no that he would be out the next week or so to handle the marker. He also remembers that he lost all of this money in betting and the only thing left over was the \$100.00 tip given to FEINSILVER.

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HO 92-556

The only correspondence or letters he can recall receiving from RESNICK was an invitation to the LISTON-CLAY fight along with which RESNICK mailed the disputed marker. RESNICK had called and said he had forwarded these things but MAGIDS had not received them. The next day MAGIDS found that a special delivery letter had been received at his office but placed under some other papers. This letter contained only the invitation to the fights and the marker.

MAGIDS stated that he had carbon copies of the various cashiers checks that he had gambled away in Las Vegas and these were used in his trial and should either be in possession of the court or his attorney [redacted]. Other of his company records were obtained by [redacted] who was attorney for the trustee in bankruptcy. Records of the title company checks that may have been cashed direct in Las Vegas would be in possession of the title companies themselves. These could have come from most of any of the companies he was dealing with.

12\*

# FEDERAL BUREAU OF INVESTIGATION

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REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>11/20/67</b>	INVESTIGATIVE PERIOD <b>9/11/67 - 11/16/67</b>
TITLE OF CASE <b>IRVING RESNICK aka;</b> <b>BARNETT B. MAGIDS, aka</b>		REPORT MADE BY [Redacted]	TYPED BY <b>ffs</b>
		CHARACTER OF CASE <b>ITAR - GAMBLING</b>	

*SMB*  
*9*  
*1*  
*7*

REFERENCE: Report of SA [Redacted] dated 9/19/67, at Las Vegas.

-P-

### LEADS

#### HOUSTON

#### AT HOUSTON, TEXAS

Secure copies of the cashiers checks from the banks utilized by MAGIDS in connection with matters involved in this case at the various banks mentioned (page 4, 9/19/67, see first paragraph of lead set forth for Las Vegas, Nevada) and banks mentioned by MAGIDS in instant report.

ACCOMPLISHMENTS CLAIMED: None

Case has been: Pending over one year  Yes  No; Pending prosecution over six months  Yes  No

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW	
COPIES MADE: 2-Bureau (92-9303) 1-USA, Las Vegas 3-Houston (92-556) (1 - USA, Houston) 3-Las Vegas (92-1842)		92-9303-17	REC 27
<i>1 copy made &amp; kept since 15-31 MER: med Div-9</i>		13 NOV 24 1967	EX-113
Dissemination Record of Attached Report		Notations	
Agency	CC. AAG, Criminal Division,	<i>[Signature]</i> STAT. SECT.	
Request Recd.	Organized Crime and Racketeering		
Date Fwd.			
How Fwd.			
By	Section, Room 2504		

70 DEC 8 1967 f54

LV 92-1842

AUSA [redacted] in Las Vegas, Nevada, will be contacted for the purpose of obtaining necessary subpoena as was requested in Houston letter 9/28/67, and will be forwarded to Houston at the earliest opportunity.

Obtain copies of title company checks (pages 6, 9 and 12, 9/19/67).

Attempt to locate evidence to establish the wire transfer of funds (probably Western Union money order since this is most common method of moving funds into Las Vegas), as well as any other records held by Attorney [redacted] (page 12, 5/29/67, and page 12, 9/19/67).

Verify registration of JOE LOUIS and RESNICK at Sheraton Lincoln (page 12, 5/29/67).

LAS VEGAS

AT LAS VEGAS, NEVADA

After a discussion of this matter with AUSA MICHAEL [redacted] at Las Vegas, Nevada, he has decided that he will present this matter to the grand jury as soon as possible and in anticipation of that date requests that the following information be developed. (The dates set forth below are references to reports under those dates, of SA [redacted] at Las Vegas, Nevada.)

Identify and furnish background and present address of the following people:

[redacted] (page 23, 5/29/67)

[redacted] (page 25, 5/29/67)

[redacted] (page 37, 5/29/67)

[redacted] (page 48, 5/29/67)

The woman cashier at the Thunderbird (page 12, 5/29/67)

The female bookkeeper at the Thunderbird and later at the Sands who was at the Thunderbird during the New Year 1963-64 weekend (page 11, 9/19/67)

Verify FEIN SILVER's and wife's registration at Thunderbird over the New Year weekend of 1963-64 (page 6, 9/19/67)



Establish date of Thunderbird sale in 1964.

Determine what bank was used by the Stardust in 1961-66 and what account the cashiers checks involved would have cleared through (page 3, 9/19/67).

Attempt to determine the following from the Del Webb Corporation and/or any existing Thunderbird records:

1. Whether DEL WEBB purchased accounts receivable i.e., uncollected gambling debts of the old Thunderbird Casino's operating company.
2. What credit information DEL WEBB received at the time of the purchase of old Thunderbird customers and in what form specifically did they receive original outstanding markers or copies thereof, the IOU envelopes, credit information cards or ledger sheets.
3. Whether DEL WEBB received a list or schedule of outstanding debts, IOU's, or hold or uncollected checks or markers.
4. Records of any kind that are now available or can be secured from storage pertaining to BARNETT MAGIDS' casino activity.

Secure the following for evidentiary purposes from the old Thunderbird records if possible (may be available through , former Thunderbird comptroller now at the Four Queens or through his female assistant at the Thunderbird who is believed to occupy the same position presently at the Four Queens):

1. Credit information card re MAGIDS
2. IOU envelope card re MAGIDS
3. Original markers, IOU's, hold or uncollected checks pertaining to extensions of credit to MAGIDS or copies thereof
4. Ledger sheets or cards pertaining to credit extensions and repayments by MAGIDS
5. List of outstanding uncollected markers, IOU's, hold or uncollected checks as of the date of the sale of the Thunderbird to the WEBB interest.

LV 92-1842.

6. Any and all ledgers, documents, writings or records of any kind reflecting compromise or cancellation of IOU's, hold or uncollected checks or markers by the previous Thunderbird owners during the calendar years 1963, 1964, 1965 and 1966.

-D\*-  
COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Las Vegas  
1 - USA, Houston

Report of: [REDACTED]  
Date: November 20, 1967

Office: Las Vegas

Field Office File #: Las Vegas 92-1842

Bureau File #: 92-9303

Title: IRVING RESNICK;  
[REDACTED]  
BARNETT B. MAGIDS

Character: INTERSTATE TRANSPORTATION IN AID OF RACKETEERING -  
GAMBLING

Synopsis: Cashiers checks involved in this matter which were in the possession of attorney in Houston, Texas, have been made available and examined by MAGIDS and his comments concerning these are set forth. These checks include various items which MAGIDS claims he lost at various casinos in Texas and through his betting activity with subjects RESNICK and [REDACTED]

-P-

LV 92-1842

DETAILS:

On September 28, 1967 the Houston Office advised that on September 11, 1967, Attorney [redacted] made available copies of forty cashiers checks of the First State Bank of Bellaire, Texas, which had been previously obtained by subpoena and introduced at MAGIDS' trial in Texas. After copying, the forty cashiers checks furnished by [redacted] were returned to [redacted] First State Bank of Bellaire, on September 22, 1967. [redacted] advised that Mr. FRANK G. [redacted]

Sugarland, Texas, would be the appropriate person to subpoena for production of these checks and any other bank records in court.

It is pointed out that [redacted] advised on September 22, 1967, that these forty checks had been located previously in connection with the state action taken against MAGIDS and there could very well be other cashiers checks which MAGIDS might have purchased in the years 1960 through 1965. [redacted] said that the First State Bank of Bellaire issues approximately 30 to 50 cashiers checks a day and these checks are filed in numerical sequence.

The forty cashiers checks referred to above are further described below and are all made payable to [redacted] MAGIDS except where noted.

<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
87418	9/1/61	\$10,000	First National Bank of Nevada, Hotel Tropicana.
87419	9/1/61	\$10,000	First National Bank of Nevada, Hotel Tropicana.
95396	6/15/62	\$10,000	First National Bank of Nevada, Dunes Hotel
95397	6/15/62	\$10,000	Bank of Las Vegas, Sands Hotel
95493	6/18/62	\$ 5,000	First National Bank of Nevada, Hotel Tropicana
95494	6/18/62	\$ 5,500	Bank of Las Vegas, Sands Hotel

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<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
95495	6/18/62	\$ 5,500.	First National Bank of Nevada, Dunes Hotel
95496	6/18/62	\$14,000	First National Bank of Nevada, Stardust Hotel

(This check bears the initials EW/C on the upper right-hand corner of the face of the check indicating that possibly somebody with the initials EW at the Stardust Hotel approved the cashing of this check. It is noted that there is a [redacted] in a supervisory position in the Stardust Casino.)

95497	6/18/62	\$10,000.	"For Cash", Las Vegas Club
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(This check bears the written name "PAUL" on the upper left corner of the face of the check.)

95498	6/18/62	\$10,000.	First National Bank of Nevada, Stardust Hotel
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(This check bears the initials EW and the written name LENI on the upper right-hand corner of the face of the check again indicating that possibly someone with the initials EW may have approved the cashing of this check.)

All the above checks bearing the date of June 18, 1962, were made payable to B & M Investments and in addition to the stamped endorsements noted also bear the written endorsement of B&M Investments and BARNETT MAGIDS.

96843	7/31/62	\$10,000	First National Bank of Nevada, Dunes Hotel
96844	7/31/62	\$10,000	First National Bank of Nevada, Dunes Hotel
100449	11/27/62	\$25,000	Bank of Las Vegas, Sands Hotel
100450	11/26/62	\$10,000	Bank of Las Vegas, Sands Hotel

(It is noted that though this check was issued in sequence after the previously listed check, it bears a date one day preceding the previous check.)

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<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
104945	4/30/63	\$10,000	First National Bank of Nevada, Stardust

(This check bears the printed initials HB on the upper right-hand corner of the face of the check and also what could be an initial which resembles a Z.)

104946	4/30/63	\$10,000	Desert Inn
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(This check bears the initials BR/(illegible) possibly indicating that a person at the Desert Inn with the initials BR approved the cashing of this check.)

104947	4/30/63	\$10,000	First National Bank of Nevada, Hotel Tropicana
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(This check bears a stylized initial on the face of it that cannot be deciphered.)

104948	4/30/63	\$ 5,000	Bank of Las Vegas, Sands Hotel
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106672	6/22/63	\$10,000	First National Bank of Nevada, Stardust
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(This check bears the printed word Hgielih/bb written on the upper right corner of the face of the check. It is noted that in interview with MAGIDS, he suggests this is the name of a race book spelled backwards, but does not know the possible meaning of the initials bb. It is pointed out that the race book MAGIDS has referred to is probably the Hialeah and would not be an accurate interpretation by MAGIDS of the spelling of this particular race book, but it could be a corruption of that name and it is also pointed out that subject [redacted] in this case is commonly referred to as [redacted].

106673	6/22/63	\$10,000	First National Bank of Nevada, Hotel Tropicana
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<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
107216	7/9/63	\$12,000	First National Bank of Nevada, Stardust

(This check also bears the printing on the upper right-hand corner of the face of the check as was noted on number 106672.)

108012	8/1/63	\$10,000	First National Bank of Nevada, Stardust
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(This check bears the initials HI in the upper right corner of the face of the check and some other type of mark that could be an initial or mark of the cashier handling the item.)

108013	8/1/63	\$10,000	Bank of Las Vegas, Dunes Hotel
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(This check bears undecipherable initial in the lower left corner followed by /SW.)

108572	8/20/63	\$10,000	First National Bank of Nevada, Thunderbird Hotel
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(The stamped endorsement of the Thunderbird notes that this is in their "exchange account".)

110940	10/30/63	\$15,000	First National Bank of Nevada, Thunderbird Hotel "Exchange Account"
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110941	10/30/63	\$10,000	First National Bank of Nevada, Thunderbird Hotel "Exchange Account"
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(This check though made out to BARNETT B. MAGIDS has on the back of the check in the following order:

1. The typed instruction "Pay to the order of ASH RESNICK".
2. The signature BARNETT MAGIDS.
3. The signature of ASH RESNICK.
4. The stamped endorsement of the Thunderbird Hotel for deposit at the First National Bank of Nevada, Exchange Account.)

It is to be noted that check number 110940 also bore the designation of exchange account on the stamped endorsement.

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<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
113031	1/6/64	\$ 9,000	Bank of Las Vegas, Sands Hotel
(This check bears initials on the upper left-hand corner of the face of the check which cannot be read on the photostat.)			
114319	2/11/64	\$10,000	Bank of Las Vegas, Sands Hotel
115416	3/14/64	\$10,000	First National Bank of Nevada, Hotel Tropicana

(In all the cashiers checks which are being set forth the remitter is designated as same, self or BARNETT MAGIDS except for this check in which the remitter is indicated as "L&D".)

124792	12/31/64	\$10,000	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
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(It is noted that there is no indication that this check was ever involved in connection with the Las Vegas transaction. There is a notation on the lower left corner of the check which is not clearly legible.)

124794	12/31/64	\$15,000	B. MAGIDS
(This check was apparently cashed in Houston, Texas.)			

124795	12/31/64	\$10,000	B. MAGIDS
(Apparently cashed in Houston, Texas.)			

124796	12/31/64	\$10,000	First National Bank of Nevada, Hotel Tropicana
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124797	12/31/64	\$10,000	B. MAGIDS
(Apparently cashed in Houston, Texas.)			

124798	12/31/64	\$10,000	B. MAGIDS
(Apparently cashed in Houston, Texas.)			



LV 92-1842

<u>Check Number</u>	<u>Date</u>	<u>Amount</u>	<u>Endorsements</u>
124799	12/31/64	\$10,000	First National Bank of Nevada, Hotel Tropicana
124800	12/31/64	\$10,000	First National Bank of Nevada, Hotel Tropicana
124801	12/31/64	\$10,000	First National Bank of Nevada, Hotel Tropicana
127668	3/20/65	\$10,000	First National Bank of Nevada, Hotel Tropicana

(This check bears some initials which cannot be read on the copy.)

127669	3/20/65	\$10,000	First National Bank of Nevada, Hotel Tropicana
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## FEDERAL BUREAU OF INVESTIGATION

Date 9/26/671

[redacted] turned over to Special Agent [redacted] forty cashier's checks drawn on the First State Bank of Bellaire, Tex. They had previously been produced on subpoena duces tecum in connection with the prosecution of BARNETT B. MAGIDS. These checks were payable mainly to MAGIDS or the B & M Investment Co. [redacted] requested that they be returned to the bank itself upon completion of their use.

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[redacted] advised there are probably other cashier's checks in addition to these not only from this bank but other banks in the Houston area.

On 9/18/67 at Houston, Texas File # LV 92-1842  
HO 92-556

by SA [redacted] pjw Date dictated 9/22/67

## FEDERAL BUREAU OF INVESTIGATION

Date 9/26/671

[redacted] Court Reporter for Judge DUGGAN, Harris County Court House, furnished records retained by him upon completion of the state case against BARNETT B. MAGIDS. These included some original savings and loan company and title company checks and some photostats of cashier's checks of the First State Bank of Bellaire. He advised that originals of the above cashier's checks were in possession of Assistant District Attorney [redacted] who was to return them to the bank.

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[redacted] advised that the records in his possession should be returned after copying and that any of his records would be available for any other court use necessary.

On 9/18/67 at Houston, Texas File # LV 92-1842  
HO 92-556  
by SA [redacted] pjw Date dictated 9/22/67

## FEDERAL BUREAU OF INVESTIGATION

Date 9/26/67

1

BARNETT B. MAGIDS was further interviewed at Eastham Unit, Huntsville State Penitentiary. The various original cashier's checks of the First State Bank of Bellaire and some other savings and loan and title company checks were exhibited to MAGIDS and discussed with him. He furnished the following information:

The group of forty cashier's checks on the First State Bank of Bellaire were subpoenaed by the defense in his case and were only the ones the bank could find in a hurry. There are many more than these that he had purchased in the past six years at that bank and other Houston banks. He purchased cashier's checks from 1960 on at the Alameda State Bank and South Main State Bank. From about 1963 on he also purchased cashier's checks from the American Bank and Trust, the Bank of the Southwest, and the Houston Bank and Trust.

A large majority of these cashier's checks were negotiated by him or others for him in Nevada. Some few of them were used by him to make some of the loan payments.

In addition to the cashier's checks negotiated in Nevada, he also drew many large checks on his personal checking account payable to cash. He believes these checks should still be in possession of [redacted] Attorney for Receiver in his bankruptcy.

He recalled one loan he made from the Bank of the Southwest in the amount of \$150,000.00 which he deposited in a personal checking account there. Within a week he went to Las Vegas and lost \$125,000.00 of this written in personal checks. Most of this was lost betting with the bookies. When he returned to Houston, he went back and got another loan from the bank.

He advised that the original savings and loan and title company checks exhibited were only a very small portion of checks issued in connection with his loan transactions.

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On 9/20/67 at Trinity, Tex. File # LV 92-1842  
HO 92-556  
by SA [redacted] pjw 10 Date dictated 9/22/67

LV 92-1842  
HO 92-556

2

Often when he borrowed money from a savings and loan company they would issue a check to a title company who would then issue checks direct to MAGIDS or his company. He would then convert these checks into the cashier's checks mentioned above.

With respect to the First State Bank of Bellaire cashier's checks available, MAGIDS furnished the following data:

Nine checks totalling \$95,000.00 dated December 31, 1964:

Five of these, totalling <sup>\$55,000.00</sup> ~~\$5,500.00~~, check numbers 124792, 124794, 124795, 124797 and 124798, were used to make payments on notes at banks and savings and loans and from [redacted] Some were paid direct and others cashed by him and paid in cash.

The other four, numbers 124796, 124799, 124800, and 124801, each in the amount of \$10,000.00 were cashed at the Hotel Tropicana in Las Vegas. From the dates on the back he recalls that he went out to Las Vegas about a week after New Year's 1965. At that time he no longer had credit at the Tropicana because in about 1963 they had dunned him for a marker and he therefore no longer did any credit business with them. He used these checks either to purchase chips or he could have obtained cash for part of the money and used it in betting with bookmakers. He may well have had other checks or money on this same trip but he lost all of this \$40,000.00 and whatever else he may have negotiated at that time while on that trip. Normally he would give [redacted] [redacted] or another pit boss at the Tropicana one of the endorsed checks for some chips. The arrangement was that if he ended up winning at their place they would give him back the cashier's check rather than pay him back in cash. However, it never happened that he won so he got neither the cash nor the checks back.

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Two checks dated September 1, 1967, numbers 87418 and 87419, each in the amount of \$10,000.00;

These were both cashed at the Tropicana. He cannot remember the specific instance but these could have been used to pay markers or to buy additional chips.

Two checks dated June 15, 1962, and six checks dated June 18, 1962, numbers 95396 and 95397 and 95493 through 95498:

He personally was in Las Vegas when these were negotiated. Two were endorsed at the Sands, numbers 95397 and 95494. These would have been to pay a marker and to get some more chips.

Numbers 95396 and 95495, endorsed by the Dunes Hotel #2, were used to pay markers.

Number 95493, endorsed Hotel Tropicana, was used to pay a marker.

Number 95497, endorsed Las Vegas Club, was a check given to the bookies. He has never known the Las Vegas Club and was never in it and he feels certain the bookmaker took this and cashed it at the Las Vegas Club. The individual is probably the one noted on the front as "Paul."

Number 95496 in the amount of \$1,400.00 and number 95498 in the amount of \$10,000.00, endorsed Stardust, were given by him to the hunchback bookmaker. MAGIDS never owed the Stardust or lost that much at the Stardust. He pointed out the initials on the front of "E.W."

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undoubtedly stand for [redacted] who is a partner with [redacted] and who may have a connection also with the Stardust.

Check numbers 96843 and 96844, each in amount of \$10,000.00, dated July 31, 1962:

These were endorsed Dunes Hotel and he recalls losing this money at the tables at the hotel on that trip.

Checks number 100449 for \$25,000.00 and number 100450 for \$10,000.00, dated November 26 and 27, 1962:

These were both endorsed Sands Hotel and he recalls he probably lost this money at their tables on that trip.

Checks numbers 104945, 104945, and 104947, \$10,000.00 each, and number 104948, amount \$5,000.00, all dated April 30, 1963:

Check number 104945, endorsed Stardust, was lost with the bookie [redacted] and given to him and the initials on the front of [redacted] probably refer to the [redacted] MAGIDS definitely did not cash it at the Stardust.

Check number 104946, endorsed [redacted] Desert Inn; number 104947, endorsed Iropicana, and number 104948 endorsed Sands, were undoubtedly used to pay markers. All of these checks could possibly have been signed and delivered in Las Vegas by FEINSLIVER.

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Check numbers 106672 and 106673, both dated June 22, 1963, in the amount of \$10,000.00:

Check number 106672, endorsed Stardust, was given by him or sent out for delivery to a bookie and thereafter cashed at the Stardust. The bookie would be either [redacted] or ASH RESNICK. He pointed out the initials on the front of "HGIELIH" is Hileigh spelled backwards and the initials underneath of "BB" he does not know.

Check number 106673, endorsed Hotel Tropicana, was either to pay a marker or lost by MAGIDS on the trip out.

Check number 107216 in the amount of \$12,000.00 dated July 7, 1963:

This was endorsed by the Stardust and is definitely a check he had given to the bookie. This could have either been given by himself or sent out. It too has Hileigh spelled backwards on the front.

Checks numbered 108012 and 108013, each in the amount of \$10,000.00, dated August 1, 1963:

Check number 108012, endorsed Stardust, was definitely sent by him to the bookie and thereafter they handled it through the Stardust. The initials "HI" on the front mean nothing to him unless it is Hileigh.

Check number 108013, endorsed Dunes Hotel #2, was also definitely given to a bookie because he, MAGIDS, did not play at the Dunes after 1962. He did not know what the initials on the front of this check stood for.



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Check number 108572, in the amount of \$10,000.00, dated August 2, 1963:

This was endorsed at the Thunderbird and was probably for a marker.

Checks numbered 110940 in the amount of \$5,000.00 and 110941 in the amount of \$10,000.00, both dated October 30, 1963:

These were endorsed Thunderbird Hotel.

Check number 110941 was first endorsed on MAGIDS' typewriter in Houston, "Pay to the order of ASH RESNICK," then MAGIDS' own signature, then an ink signature of ASH RESNICK, and finally the Thunderbird Hotel deposit stamp. MAGIDS advised he cannot now recall why only one of the checks was endorsed this way whereas the other one merely has his name as endorsement and then the Thunderbird.

He definitely remembers that both of these were for football booking bets with RESNICK and were probably sent to RESNICK by FEINSILVER or someone else. He has some recollection that RESNICK had indicated that he personally had the \$10,000.00 coming in connection with their bookmaking and therefore MAGIDS endorsed the other check so RESNICK could not later claim he was never personally paid.

Check number 113031 in the amount of \$9,000.00, dated January 6, 1964:

This check, endorsed Sands Hotel, was undoubtedly lost at their tables by him personally. However, there is an initial on the front that he does not recognize that could indicate it may have been sent out.

LV 92-1842  
HO 92-556

7

Check number 114319 in the amount of \$10,000.00,  
dated February 11, 1964:

This was endorsed Sands Hotel and was undoubtedly  
for a marker or a loss at the tables.

Check numbered 115416, dated March 14, 1965, and  
numbers 127668 and 127669, dated March 20, 1965,  
all in the amount of \$10,000.00:

These were all endorsed Hotel Tropicana and  
were for markers or losses at the tables.

LV 92-1842

On September 28, 1967, the Houston Office also furnished the Las Vegas Office with photostats of certain title company checks, some of which were made payable to MAGIDS and some of which were transfers of funds from one institution to another, and since they do not appear to have any pertinence to the matter under investigation in this case other than the fact that this was probably the original source of his money, they are not being set forth but are being maintained in the files of the Las Vegas Office in the event of future need.

# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE: <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>3/25/68</b>	INVESTIGATIVE PERIOD <b>11/27/67 - 3/19/68</b>
TITLE OF CASE <b>IRVING RESNICK, aka; ET AL</b>		REPORT MADE BY <div style="border: 1px solid black; width: 150px; height: 20px;"></div>	TYPED BY <b>ffs</b>
		CHARACTER OF CASE  <b>ITAR - GAMBLING</b>	

*lwy*

*D-9*

REFERENCE: Report of SA  Las Vegas, 11/20/67.

-P-

LEADS

HOUSTON

AT HOUSTON, TEXAS

Will search appropriate bank records and obtain cashiers checks after receipt of subpoena from Las Vegas.

For your information, several contacts have been had with AUSA MICHAEL DE FEO concerning the desire for the subpoena in this case for said bank records and he, as yet, has not prepared this. You will be advised when this is accomplished.

*K*

ACCOMPLISHMENTS CLAIMED: None

Case has been: Pending over one year  Yes  No; Pending prosecution over six months.  Yes  No

APPROVED <span style="font-size: 2em; vertical-align: middle;"><i>DS</i></span> SPECIAL AGENT IN CHARGE  COPIES MADE:  3-Bureau (92-9303) 1-USA, Las Vegas 3-Houston (92-556) (1 - USA, Houston) 2-Las Vegas (92-1842)	DO NOT WRITE IN SPACES BELOW  <div style="border: 1px solid black; padding: 5px; display: inline-block;">                     72 9303-9                      MAR 28 1968                      REC 102                 </div>  Notations <div style="border: 1px solid black; padding: 5px; display: inline-block; transform: rotate(-15deg);">                     STAT SECT.                 </div>				
Dissemination Record of Attached Report					
Agency	Request Recd.	Date Fwd.	How Fwd.	By	
	" 2 CC, AAG, Criminal Division,	Organized Crime & Racketeering Section	Room: 2527	136 10-6 4-3-68 D	

APR 4 1968 *Lef*

LV 92-1842

LAS VEGAS

AT LAS VEGAS, NEVADA

Will continue to follow this matter with AUSA   
and report his future action.

b6  
b7C

-B\*-  
COVER PAGE


**UNITED STATES DEPARTMENT OF JUSTICE**  
**FEDERAL BUREAU OF INVESTIGATION**

Copy to: 1 - USA, Las Vegas  
1 - USA, Houston

Report of:

b6  
b7C

Office:

Las Vegas

Date:

March 25, 1968

Field Office File #:

Las Vegas 92-1842

Bureau File #:

92-9303

Title:

IRVING RESNICK;  
ET AL

Character:

INTERSTATE TRANSPORTATION IN AID OF RACKETEERING -  
GAMBLING

Synopsis:

Available records of the Thunderbird Hotel prior to its purchase by Del E. Webb Corporation are rather sketchy; however, MAGIDS is not listed among those who are still carried as being indebted to that company. There is one notation on a credit card of the Thunderbird Hotel (under Webb ownership) which indicates a balance of \$5,000 apparently incurred 12/2/64, which is followed by the word "settlement". Also, the Sahara Hotel has a \$5,000 write-off as an uncollectible debt. Registration at Sheraton Hotel, Houston, by ASH RESNICK and JOE LOUIS on 11/23/64, substantiated by registration cards of that hotel.

-P-

LV 92-1842

DETAILS: AT LAS VEGAS, NEVADA

The following investigation was conducted by  
SA [redacted]

On November 27, 1967, [redacted]  
Four Queens Hotel, advised as follows:

She was the [redacted] at the Thunderbird Hotel from 1950 until the date of its sale September 22, 1964, to the Del E. Webb Corporation. She pointed out that the Thunderbird Hotel Company as lessee operated this hotel and the casino and that Thunderbird Hotel, Incorporated, a Nevada corporation, was the owner.

[redacted] said that the records of the Thunderbird Hotel prior to its sale to Del E. Webb are not readily available for inspection due to the fact that most of these records were stored in different warehouses about Las Vegas and no organized system was followed in this storage. Consequently, in order to attempt to locate a particular item it is necessary to conduct a random search through all their records. In fact, [redacted] said that many of the records were "dumped" loose in large boxes, thereby losing any possible sequence to the records, but that also different kinds of records were jumbled together. b6 b7C

[redacted] did make available a list of names which included those people who still owed the old Thunderbird Hotel Company. She stated that to the best of her knowledge this list of names included all the accounts receivable in this category and noted that the name BARNETT MAGIDS is not included thereon. She stated that it is her belief that this list was made up of all the individuals who owed money as of September 22, 1964, the date of the sale. [redacted] stated that she also maintains credit envelopes corresponding to the names on the list, but stated that as soon as the person's account is paid, she destroys the envelope containing the detailed information as to the amount of money owed and any notation thereon concerning markers, IOUs, checks, et cetera. She said that she had no recollection of the name BARNETT MAGIDS.

[redacted] said she believes the woman cashier at the Thunderbird Hotel during 1963-64 was [redacted] but she has no information as to the possible present whereabouts of [redacted]

LV 92-1842

[redacted] said that she believes a woman by the name of [redacted] who she has heard is now living in Florida, was the female bookkeeper at the Thunderbird in 1963-1964.

On November 27, 1967, [redacted] Four Queens Hotel, advised that he was employed at the Thunderbird Hotel during the period in question. He furnished substantially the same information as [redacted] concerning ownership and sale and also substantiated the fact that none of the accounts receivable were included in the assets transferred to the Del E. Webb Corporation at the time of the sale. He did state, however, that there had been an agreement with Webb at the time of the sale that in the event any prior debtors of the Thunderbird voluntarily appeared at the hotel subsequent to its sale that Webb would accept payment on indebtedness and turn the money over to the Thunderbird people. He stated, however, that there was to be and he was sure there is not any effort put forth by the Webb Corporation to effect such collections. [redacted] also stated that some of the credit envelopes had been destroyed and that this was done after they had been paid off but stated that he had no recollection of the name BARNETT MAGIDS. He stated that there were no ledger sets used in connection with such accounts.

b6  
b7c


On January 31, 1968, the Houston Office furnished the Las Vegas Office with registration cards located at the Sheraton-Lincoln Hotel, Houston, Texas, reflecting registration there on November 23, 1964, of JOE LOUIS and ASH RESNICK. Copies of these registration cards are duplicated below:



LV 92-1842

D

*Chg 11/23 1:34 p.m.* *Chg 11/24 5:29 p.m.*

**SHERATON HOTELS** 

CREDIT CARD NUMBER  
No. 48868

NAME Joe Louis - Ash Resnick

ADDRESS T. Bural Hotel ASH RESNICK

CITY Las Vegas STATE \_\_\_\_\_

FIRM \_\_\_\_\_

DATE OF DEPARTURE \_\_\_\_\_


RESNICK ASH

2501 2/5.00 3  
02 1/5.00  
04

**SHERATON - LINCOLN HOTEL**  
Valu- money, etc. and other Valu- must be placed in the office, otherwise the Management will not be responsible for any loss.

NO. 1

*Chg 11/23 1:25 p.m.* *Chg 11/24 8:05 p.m.*

**SHERATON HOTELS** 

CREDIT CARD NUMBER  
No. 48869

NAME Joe Louis

ADDRESS T. Bural Hotel

CITY Las Vegas STATE \_\_\_\_\_

FIRM \_\_\_\_\_

DATE OF DEPARTURE \_\_\_\_\_

LOUIS JOE

2504 1/11.50 4  
02  
01

**SHERATON - LINCOLN HOTEL**  
Valu- money, etc. and other Valu- must be placed in the office, otherwise the Management will not be responsible for any loss.

NO. 2

XERO COPY

XERO COPY

XERO COPY

XERO COPY

LV 92-1842

On November 29, 1967, [redacted] Thunderbird Hotel, furnished copies of credit card information concerning BARNETT MAGIDS. These cards contain various bits of information concerning BARNETT MAGIDS which was already known and do indicate a considerable amount of gambling activity on his part at various casinos in Las Vegas. On one of the cards there is a notation dated March 22, 1965, "Cut off all over town per C.C.". This notation is signed Mc L/(not decipherable). This same card also indicates various notes including one dated December 2, 1964, indicating a balance of \$5,000 followed by the word "settlement" with the initials TS underneath this.

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[redacted] was employed by the Sahara Nevada Corporation (a Del Webb subsidiary) during the time in question and worked in the accounting office at the Sahara Hotel. After the Sahara Hotel purchased the Thunderbird it is recalled that they sold this property to another group of individuals and then had to subsequently foreclose and reassume management of this hotel, which they do to this date. [redacted] is presently the [redacted] of this hotel.

[redacted] has advised that MAGIDS had a credit card at the Sahara Hotel on October 19, 1961, which he described as being very active. There is little information on the credit card to indicate the extent of MAGIDS' casino play other than the fact that he was extended credit on several occasions, the last being on March 23, 1965, in the amount of \$10,000 of which amount \$5,000 was subsequently written off as uncollectible.

F B I

Date: 5/17/68

Transmit the following in \_\_\_\_\_  
(Type in plaintext or code)

Via AIRTEL AIR MAIL  
(Priority)

TO: DIRECTOR, FBI (92-9303)  
FROM: SAC, LAS VEGAS (92-1842) (P)  
SUBJECT: IRVING RESNICK, aka  
ET AL  
ITAR - GAMBLING

*Handwritten initials*

Re report of SA [redacted] dated 3/25/68  
at Las Vegas. b6  
b7C

Enclosed for Houston are subpoenas for seven different banks in the Houston area from which BARNETT MAGIDS has indicated he possibly obtained cashiers checks from that might have some relation to instant case.

UACB, the Houston Office is requested to serve these subpoenas on the indicated banks noting that the indicated personal appearances at the Grand Jury in Las Vegas will be waived providing the requested records are made available for examination and the original segregated and maintained until further notice.

*Handwritten circled mark*

The Bureau will note that the banks have requested subpoenas for their own protection and it is desired that agents serve these subpoenas so that a thorough examination of said records may be made and all necessary data obtained. The SAUSA handling this case has indicated he feels there is prosecutive potential in this case concerning MAGIDS betting with RESNICK.

**REC-9**  
**EX-109**  
**92-9303 10**

Houston is requested after obtaining these records to furnish the copies obtained to the Las Vegas Office as soon as possible.

**13 MAY 20 1968**

- 2 - Bureau
  - 2 - Houston (Encl. 7) (RM)
  - 1 - Las Vegas
- WES: kdw  
(6) C. C. Bishop

*Handwritten initials*

66 MAY 21 1968

Approved: \_\_\_\_\_  
Special Agent in Charge

Sent \_\_\_\_\_ M Per \_\_\_\_\_

# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>7/12/68</b>	INVESTIGATIVE PERIOD <b>2/19 - 7/10/68</b>
TITLE OF CASE  <b>IRVING RESNICK, aka; ET AL</b>		REPORT MADE BY <b>SA [redacted]</b>	TYPED BY <b>amf</b>
		CHARACTER OF CASE  <b>ITAR - GAMBLING</b>	

b6  
b7C

15. REFERENCE: Report of SA [redacted] dated 3/25/68 *259*  
at Las Vegas.

- P -

### ADMINISTRATIVE

It is noted that the investigative period extends past the previous report; however, this is occasioned by information reported herein which was not available at the time referenced report was submitted.

### LEADS

LAS VEGAS DIVISION

AT LAS VEGAS, NEVADA

ACCOMPLISHMENTS CLAIMED: None

Case has been: Pending over one year  Yes  No; Pending prosecution over six months  Yes  No

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW	
COPIES MADE: ③ - Bureau (92-9303) 1 - USA, Las Vegas 2 - Houston (92-556) (1 - USA, Houston) 2 - Las Vegas (92-1842)		<b>92-9303-11</b>	REC-18
		JUL 15 1968	

Dissemination Record of Attached Report			
Agency			
Request Recd.	"	CC, AAG, Criminal Division,	
Date Fwd.	"	Organized Crime & Racketeering Section	
How Fwd.	Room 2527	"	
By			

Notations  
**NINE**  
**STAT. SECT.**

**63 JUL 19 1968**

LV 92-1842

Will review records that have been furnished the Las Vegas Office through the issuance of the subpoenas directed at Houston, Texas banks and report results thereof.

Will continue to follow this matter with the USA's office.

-B\*-  
COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - U. S. Attorney, Las Vegas  
1 - U. S. Attorney, Houston

Report of:

b6

Date:

7/12/68

b7C

Office: Las Vegas

Field Office File #: LV 92-1842

Bureau File #: 92-9303

Title: IRVING RESNICK;  
ET AL

Character: INTERSTATE TRANSPORTATION IN AID OF RACKETEERING -  
GAMBLING

Synopsis: Interview of subject MAGIDS discloses additional checks which may possibly have been used to pay debts at casinos in Las Vegas, Nevada. Subpoenas were issued in Las Vegas for production of various Houston, Texas bank records which have been obtained.

- P -

DETAILS:AT LAS VEGAS, NEVADA

On March 22, 1968, the Houston Office advised as follows:

1.  
HO 92-556  
AGG: mkh

The following investigation was conducted by  
SA [redacted]

On February 19, 1968 examination of some of the records available in possession of Attorney [redacted] located cancelled checks on account number 427-454 of the Bank of the Southwest. This account was apparently opened February 28, 1964 with a \$75,000.00 deposit of a Capitol Title Company check for that amount. Thereafter the following checks were drawn which could have been used for gambling:

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<u>DATE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DISPOSITION</u>
March 4, 1964	\$15,000	B. MAGIDS	Bayou Apartments Account at American Bank and Trust
3/4/64	\$25,000	B. MAGIDS	Endorsed B. MAGIDS possibly run through First State Bank of Bellaire, Texas and First City National Bank, Houston.
3/12/64	\$15,000	JACOB FEINSILVER Trustee.	Given to Texas Title Company on a note.
3/17/64	Counter Check \$10,000	Payable to Cash	Bank of Las Vegas, Sands Hotel.
3/18/64	Counter check \$5,000	Payable to Cash	Bank of Las Vegas, Sands Hotel.

2.  
HO 92-556

On June 15, 1964 a Texas Title check in the amount of \$25,000.00 was deposited to this account and the same day a check payable to MAGIDS in the amount of \$16,000.00 was cashed at the Bank of the Southwest.

On June 23, 1964 a check to MAGIDS in the amount of \$6,500.00 was cashed at the South Main State Bank and on July 27, 1964 a deposit in this amount showed the notation "Check to MAGIDS June 23, 1964 cash returned to account."

On November 23, 1964 a \$5,000.00 check to MAGIDS was cashed possibly at the Bellaire Bank and on November 27, 1964 a \$5,000.00 deposit shows, "Replacement for check to MAGIDS."

The American Bank and Trust Statements for the Bayou Apartments show the following items that might be pertinent:

<u>DATE</u>	<u>AMOUNT</u>	<u>DISPOSITION</u>
1/6/64	\$10,000	Check to MAGIDS "For Cashier's check"
2/5/64	Check number 146 to MAGIDS for \$5,000.00	Cashed at Almeda State Bank
2/11/64	Draft for \$5,000	Cashed at <del>first</del> State Bank of Bellaire
2/12/64	Draft for \$10,000.00	Cashed at Sands Hotel Las Vegas.
3/18/64	Draft for \$10,000.00	Cashed Hotel Tropicana, Las Vegas.



3.  
HO 92-556

Statements from Houston Bank and Trust Company also in the name of Bayou Apartments show the following:

<u>DATE</u>	<u>AMOUNT</u>	<u>DISPOSITION</u>
12/21/63	Check number 109 \$3500.00	Payable to MAGIDS possibly cashed First State Bank of Bellaire.
12/16/63	Check for \$10,000.00	Payable to MAGIDS cashed at Houston Bank and Trust.
4/9/64	Check number 193 for \$3500.00	Payable to MAGIDS cashed First State Bank of Bellaire.
7/7/64	\$4,000.00	Check to MAGIDS cashed Houston Bank and Trust.

On February 21, 1968 [redacted]  
[redacted] Bank of the Southwest advised that MAGIDS account opened there on February 28, 1964 was opened on deposit of a \$75,000.00 check drawn on the Capitol Title Company. There was no record of an additional \$50,000.00 deposited. On same date [redacted] Loan Department advised that on February 28, 1964 the Bank of the Southwest loaned MAGIDS \$125,000.00. The records do not disclose how this money was disbursed.

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## FEDERAL BUREAU OF INVESTIGATION

Date 3/22/68

On February 23, 1968 BARNETT B. MAGIDS, Texas State Penitentiary advised that his loan obtained from the Bank of the Southwest in the amount of \$125,000.00 was in connection with business with Capitol Title Company who received the money from the bank. Capitol Title then gave MAGIDS back the same amount. Part of the arrangement was that MAGIDS would open an account at the Bank of the Southwest and would have \$75,000.00 of this deposited to that account. The other \$50,000.00 less closing expenses may have been converted to Cashier's checks and used to pay off another loan or used to gamble away in Las Vegas. He cannot recall where the cashier's checks may have been purchased.

The March 4, 1964 checks in the amounts of \$25,000.00 and \$15,000.00 were probably monies that ended up in Las Vegas but he cannot immediately recall the specific trip on that date. He was definitely in Las Vegas later in the month on March 17 and 18 when the \$10,000.00 and \$5,000.00 drafts were cashed at the Sands Hotel.

He again advised that most all of his bank accounts during the years he was going to Las Vegas would contain checks drawn for \$5,000.00 or more and were either cashed in Las Vegas or used to purchase traveler's checks which were cashed in Las Vegas subsequently.

On 2/23/68 at Trinity, Texas File # HO 92-556  
 by SA  mkh Date dictated 3/18/68  
 b6  
 b7C

LV 92-1842

On May 17, 1968, the U. S. Attorney's Office, Las Vegas, Nevada, caused to be issued subpoenas duces tecum directed to various Houston, Texas banks which subpoenas were subsequently served by Agents of the Houston Office and have since been returned to the Clerk of the Court, Las Vegas, Nevada.

On May 27, 1968, the Houston Office advised that Mr. [redacted] Houston Bank and Trust Company, advised that MAGIDS' only major financial transaction with his bank was to obtain a loan in the amount of \$186,000 which he used to purchase 58% of the stock in a bank at Lexington, Texas. MAGIDS subsequently turned over all this stock to the Houston Bank and Trust Company as collateral for a loan and his bank subsequently foreclosed on a mortgage and through the sale of this stock recovered the entire amount of their loan.

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## FEDERAL BUREAU OF INVESTIGATION

Date 6/6/68

[redacted] First State Bank of Bellaire, Bellaire, Texas advised that BARNETT MAGIDS brought numerous Title Company checks drawn on the Stewart Title Company and other Title Companies to him to be approved for conversion to Cashier Checks. He advised that occasionally MAGIDS would bring cash to the bank for the purchase of Cashier Checks but that this was a rarity. He advised that none of the Title Company ever created any collection problem for the bank and he had no idea what MAGIDS was doing with the Cashier Checks.

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On 5/23/68 at Bellaire, Texas File # HO 92-556

by SA RICHARD W. SUPPER: mkl Date dictated 5/29/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

8  
FEDERAL BUREAU OF INVESTIGATION  
8Date 6/6/68

[redacted] First State Bank of Bellaire, Bellaire, Texas made available photostatic copies of 12 items upon receipt of a subpoena served by SA RICHARD W. SUTER of the Houston Division.

COOK advised that BARNETT MAGIDS purchased numerous Cashier Checks from his bank with the proceeds of Title Company checks which he brought to the bank and which were approved by [redacted] a loan officer of the Bellaire bank.

b6  
b7C

He advised that a thorough search of their records was made by [redacted] and that the items furnished were all that were available.

On 5/23/68 at Bellaire, Texas File # HO 92-556

by SA RICHARD W. SUTER: mkh Date dictated 5/29/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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## FEDERAL BUREAU OF INVESTIGATION

Date 6/6/68b6  
b7C

[REDACTED] First State  
Bank of Bellaire, Bellaire, Texas advised that he  
personally spent approximately two days going through  
returned Cashier Checks of the bank and that the 40  
Cashier Checks which were located were all that he was  
able to find which seemed pertinent.

On 5/23/68 at Bellaire, Texas File # HO 92-556

by SA RICHARD W. SUTER: mch Date dictated 5/29/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

9



## FEDERAL BUREAU OF INVESTIGATION

Date 6/6/68

[redacted] Bank of the Southwest, advised upon receipt of a subpoena that their records pertaining to BARNETT MAGIDS show that MAGIDS had opened a checking account with his bank on February 28, 1964 with a \$75,000.00 deposit. He stated the account was closed September 7, 1965 and that records of the bank concerning MAGIDS were fairly voluminous. He stated that following a search of their records, photocopies of pertinent documents would be made available.

b6  
b7C

On 5/24/68 at Houston, Texas File # HO 92-556

by SA RICHARD W. SUTER: mkh Date dictated 5/31/68

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//



8  
FEDERAL BUREAU OF INVESTIGATION  
8Date 6/6/68[REDACTED] Houston <sup>b6</sup> <sup>b7C</sup>

Bank and Trust Company, advised upon a receipt of a subpoena to produce records concerning BARNETT MAGIDS that his records reflected MAGIDS had no personal checking account with his bank.

According to their records, MAGIDS' only major financial transaction with his bank was the loan of \$186,000 which MAGIDS used to purchase 58% of the stock of a bank in Lexington, Texas. MAGIDS subsequently turned over this stock to the Houston Bank and Trust Company as collateral for the loan and the Houston Bank and Trust Company foreclosed on the mortgage and through the sale of the stock recovered the entire amount of the loan.

He stated that his records reflect that MAGIDS had financial dealings with the Central National Bank, the Harrisburg Bank, and the Houston National Bank, all of Houston, Texas.

He stated he would make available photocopies of all pertinent documents as soon as possible.

On 5/27/68 at Houston, Texas File # HO 92-556

by SA RICHARD W. SUPPER: rkh Date dictated 6/3/68

## FEDERAL BUREAU OF INVESTIGATION

Date 6/6/68

[redacted] Bank of Houston, 5115 Main Street, upon receipt of a subpoena to produce pertinent records concerning BARNETT MAGIDS advised that MAGIDS had previously done business with the Bank of Houston when it was known as the Almoda State Bank.

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b7C

She stated that she believed MAGIDS had dealt with the bank from approximately 1955 until 1965.

She stated she would provide photocopies of pertinent documents when they become available.

On 6/3/68 at Houston, Texas File # HO 92-555

by SA RICHARD W. SUTER: mkh Date dictated 6/4/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

## FEDERAL BUREAU OF INVESTIGATION

Date 6/6/68

[redacted] American Bank and Trust Company, 1500 Waugh Drive, upon receipt of a subpoena to produce documents concerning BARNETT MAGIDS, made available photocopies of 22 such documents.

b6  
b7C

[redacted] advised that MAGIDS had opened an account with his bank on December 10, 1963 and that the account was closed on September 28, 1965. MAGIDS had no personal checking account with the bank.

On 6/3/68 at Houston, Texas File # HO 92-556

by SA RICHARD W. SYTER: mkh Date dictated 6/4/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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FEDERAL BUREAU OF INVESTIGATION

Date 6/12/68

[redacted]  
 Bank of the Southwest, Houston, Texas, upon receipt of a subpoena requesting same, made available photographic copies of the following documents pertaining to the accounts of BARNETT MAGIDS:

564 photographic copies of checks written on his personal checking account;

7 Cashier's Checks;

b6  
b7c

34 pages pertaining to activity in his loan file.

[redacted] advised that MAGIDS' account was opened on February 28, 1964 and closed on September 7, 1965. He stated that the photographic copies of checks drawn on MAGIDS' personal account were taken directly from microfilm, the original checks having been returned to MAGIDS. Original copies of the cashier's checks and loan file can be obtained by the issuance of a subpoena duces tecum directed to [redacted]

On 6/4/68 at Houston, Texas File # HO 92-556

by SA RICHARD W. SUTER: bf Date dictated 6/6/68

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

UNITED STATES GOVERNMENT

# Memorandum

TO : DIRECTOR, FBI (92-9303)

DATE: 8/29/68

*Handwritten initials*  
FROM :

SAC, LAS VEGAS (92-1842)(P)

SUBJECT: IRVING RESNICK, aka;  
ET AL  
ITAR - GAMBLING

Rerep SA [redacted] 7/12/68, at LV.

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b7C

Documents obtained through subpoenas in this case have been made available to AUSA [redacted] for review, and he has advised he feels there is prosecutive merit in this case and that he would consider taking this case to the FGJ in October, 1968.

*Handwritten initials*

2 - Bureau  
1 - Las Vegas

WBS:alf  
(3)

EX 109

REC 13

92-9303-12

12 SEP 3 1968



110  
6 SEP 6 1968

*Handwritten initials*

# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>9/25/68</b>	INVESTIGATIVE PERIOD <b>7/12/68 - 9/24/68</b>
TITLE OF CASE  <b>IRVING RESNICK, aka; ET AL</b>		REPORT MADE BY <b>SA</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	TYPED BY <b>b6 b7c vsr</b>
		CHARACTER OF CASE  <b>ITAR - GAMBLING</b>	

REFERENCE:

Report of SA WARREN E. SALISBURY at Las Vegas 7/12/68.

A 9

- P -

LEADS:

LAS VEGAS

AT LAS VEGAS, NEVADA

1. Will continue to develop information concerning RESNICK's gambling activities during the period, and also attempt to establish the presence of Mr. and Mrs. JACOB FEINSILVER in Las Vegas over the New Years Holiday of 1963-1964.

C

ACCOMPLISHMENTS CLAIMED. <b>NONE</b>						ACQUIT-TALS	CASE HAS BEEN:	
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
							PENDING PROSECUTION OVER SIX MONTHS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

APPROVED	SPECIAL AGENT IN CHARGE
COPIES MADE: 12/1/68 0-17 10-3-68 PJB:ken	[Signature] 10/13/68 received by RB [Signature]
- Bureau (92-9303) 1 - USA, Las Vegas 2 - Houston (92-556) (1 - USA, Houston) 2 - Las Vegas (92-1842)	

DO NOT WRITE IN SPACES BELOW		
92-9303	13	REG-78
SEP 27 1968		EX 110

Dissemination Record of Attached Report			
Agency	Request Recd.	Date Fwd.	How Fwd.
	" CC, AAG, Criminal Division, Organized Crime & Racketeering Section		" Room
By			

Notations

NINE  
STAT. SECT.

59 OCT 14 1968

10/11/68  
PJB

LV 92-1942

2. Will continue to closely follow this matter with the United States Attorney's Office.

- B\* -  
COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Las Vegas  
(ATTN: SAUSA [redacted])  
1 - USA, Houston

Report of: SA [redacted] Office: LAS VEGAS  
Date: 9/25/68

Field Office File #: 92-1842 Bureau File #: 92-9303

Title: IRVING RESNICK;  
ET AL

Character: INTERSTATE TRANSPORTATION IN AID OF RACKETEERING -  
GAMBLING

Synopsis: Re interviews with Mr. and Mrs. JACOB FEINSILVER reflect more positive attitude concerning trip to Las Vegas over New Years Vacation 1964. Interview with BARNETT MAGIDS clarifies his betting activities during the period in question, but does not establish a violation during October, 1963. Interviews with [redacted] and ASH RESNICK disclose RESNICK was known and was admittedly a daily bettor during the period in question. Title company checks covering the period of the possible violation have not been located. Matter to be presented to FGJ in near future.

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DETAILS:

AT LAS VEGAS, NEVADA

This case was discussed with Special Assistant United States Attorney [redacted] on September 11, 1968, at which time he advised he felt the only prosecutable violations in this matter were those concerning checks which were dated October 30, 1963, and the possible violations surrounding the betting activities of MAGIDS, which occurred over the New Years Holiday Season of 1963-1964. At this time, Mr. [redacted] advised that he would have this matter presented to a Federal Grand Jury at the earliest opportunity.



## FEDERAL BUREAU OF INVESTIGATION

Date SEPTEMBER 18, 1968

1

On September 16, 1968, JACOB M. FEINSILVER was interviewed at his home, 3922 Amherst, with respect to the information he had previously furnished on July 7, 1967.

It is his best recollection, still without having any records available to determine for sure, that it was over the January 1, 1964 holiday weekend that he and his wife were at the Thunderbird Hotel in Las Vegas. He stated that he had previously advised and still recalls that it was two \$25,000 title company checks that he delivered on this occasion and not just one. He cannot now recall which title company the checks were issued by. It is his recollection that they were made payable to MAGIDS and had been endorsed by MAGIDS writing his signature on the back before putting them in the envelope and giving them to FEINSILVER in Houston. He does not believe they were endorsed as payable to any individual.

He purchased his airline ticket with money furnished by MAGIDS in cash and he and his wife flew via National Airlines. They registered under his true name at the Thunderbird. This was different than when he had previously gone to Las Vegas and been registered under fictitious names at MAGIDS' suggestion. His wife stayed three or four days and returned alone, and he stayed on one day more and came back alone. This was because his wife had to get back to her job.

When he registered in, he inquired at the desk for the individual that he was supposed to turn the checks over to, using the name that he had been furnished by MAGIDS, which may have also been written on the envelope. He recalled that it was an unusual name which is why "BIG JOE" or "JOHN THE GREEK" came to his mind previously. The name of ASH RESNICK was mentioned to FEINSILVER, and after giving the matter further thought, he advised that this name did sound familiar and could possibly be the name of the man in Las Vegas.

On 9/16/68 at Houston, Texas File # HO 92-556  
 SA RICHARD W. SUTER <sup>b6</sup>  
 by SA  <sup>b7C</sup> AGG:jas 2 Date dictated 9/17/68

On his inquiring for this man, he was directed to the specific table in the dining room near the casino where the individual was every day during the five days or so that FEINSILVER was there. He said that he had the impression from either MAGIDS or circumstances that the individual was supposed to be one of the owners of the Thunderbird. The telephone he used at the dining table he believes was on the wall nearby and not actually on the table.

On the first contact with the man, he believes his wife was with him and saw him pass the two checks to the individual, although she may not have seen the checks in detail to be able to identify them. She probably paid little attention to the transaction. The man, as he recalls, was tall and heavy set, possibly 45 to 50 years old.

When he gave the man the two checks, the man made a statement in effect, "No businessman in his right mind can afford to bet this much without losing his business." The man gave a first impression that he did not want to take BOB's bets but then seemed to change and planned to do so. FEINSILVER has some recollection that he also at first questioned the validity of the checks. It was during this first meeting that the man telephoned MAGIDS in Houston to find out what bets he wanted to make. FEINSILVER was present and heard the conversation from the Las Vegas end and recollects that \$14,000 was bet on one particular game.

FEINSILVER had previously mentioned the bets were possibly on baseball and football but this was a matter of speech because he knew the bets were being placed on some type of games but was not interested enough at the time to know which games were involved. He realizes there were no baseball games at that time and his best recollection is that bets were on several games that were over a period of two or three days on the holiday weekend.

He recalled that during the first telephone call that the Las Vegas man made back to Houston, arrangements were made so that MAGIDS could thereafter call the man back in Nevada at a certain time each day before the games to place additional bets. Also on this first meeting, the man gave FEINSILVER \$500 in cash for his use while in Las Vegas.

HO 92-556

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During the next several days, FEINSILVER stopped by and visited with the man on occasions at the same table. The man usually ate his meals also at the table and FEINSILVER may have joined him in some of these. He recalls that either JOE LOUIS or SONNY LISTON or both of them were also at the Thunderbird Hotel during these several days and joined this man at his table to eat and visit on occasion. Sometime later this same man and JOE LOUIS did come to MAGIDS' office in Houston. The only place that FEINSILVER had any contact with this man was at the table in the dining room.

FEINSILVER has no knowledge as to anyone else from Houston or elsewhere that may have bet with this same individual.

Before FEINSILVER left to return to Houston, the man gave him some kind of verbal final accounting on the \$50,000 and his recollection is that MAGIDS still had \$900 or \$1,000 of it left. He gave FEINSILVER this money to bring back to MAGIDS, which he did. He still had some of the \$500 in cash left and MAGIDS also took this back. Before checking out he had asked the man whether he should pay his hotel tab and the man said no; that it was taken care of. FEINSILVER went to the cashier and told him that, and he did not know of the arrangements at the time, but took his word that it was so and FEINSILVER was not required to pay.

FEINSILVER feels that he can definitely identify this man should he see him again in person.

## FEDERAL BUREAU OF INVESTIGATION

Date SEPTEMBER 19, 1968

1

Mrs. JACOB (ETHEL) FEINSILVER was interviewed at her office in the Hauser Clinic, Memorial Professional Building, concerning the trip she made to Las Vegas, Nevada, in the company of her husband.

She stated that she recalls very specifically making this trip inasmuch as she was thrilled to be traveling to Las Vegas on New Years Eve. She recalled receiving a telephone call from her husband during the day, telling her that she would be able to accompany him to Las Vegas and that they departed Houston flying non-stop to Las Vegas and arriving at approximately 11:00 PM New Years Eve.

She recalls a cab driver commenting to the effect that she and her husband were very optimistic if they felt they would be able to obtain hotel and show accommodations at that late hour.

She recalls they went directly to the Thunderbird Hotel and asked for Mr. RESNICK. They immediately changed clothes and RESNICK arranged for them to attend the show "High Button Shoes" starring DICK SHAWN which was then playing at the Thunderbird. She stated that the following day she and her husband went separate ways several times during the day, being interested in different things, and that evening they attended a review, in which BUDDY HACKETT was starring, at the Riviera Hotel.

Mrs. FEINSILVER has no recollection as to who registered into the hotel but presumes that reservations must have been previously arranged inasmuch as they were given a very fine room on the second floor across the courtyard in the rear of the hotel.

Mrs. FEINSILVER stated that she had to leave Las Vegas prior to the departure of her husband inasmuch as she had to return to work and does not believe that she was

On 9/17/68 at Houston, Texas File # HO 92-556  
 by SA RICHARD W. SUTER :jas 5 Date dictated 9/19/68

HO 92-556

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there for more than two or possibly three days.

She recalled approaching Mr. RESNICK at a table in a dining room and described him as a very large man with dark brown hair who "had an anxious look" about him.

Concerning the purpose of the trip, Mrs. FEINSILVER stated that she was aware of the fact that her husband was transporting two large certified checks to Las Vegas for the purpose of gambling for BARNETT B. MAGIDS. She recalled that they totaled \$50,000 and recalled both she and her husband discussing what a shame it was to gamble away that much money when they themselves could use it to better purposes. She does not recall seeing any exchange of funds or seeing her husband give this money to RESNICK on the first meeting and suspects it was probably done the next day. Mrs. FEINSILVER stated that she feels she would be able to identify RESNICK, either from a photograph or if she saw him in person again.

## FEDERAL BUREAU OF INVESTIGATION

Date SEPTEMBER 19, 1968

1

On September 18, 1968, BARNETT B. MAGIDS was interviewed at the Eastham Unit, Huntsville State Prison, regarding his dealings with ASH RESNICK. MAGIDS had been interviewed on August 8, 1967, regarding some transactions with RESNICK and while he had nothing to go by but his memory, his recollection now of the matter is almost identical to that data he furnished on the August 8, 1967 interview. Additional data that he now furnishes is as follows:

He still believes it was Texas Title Company checks totaling \$50,000 that he sent to RESNICK with JACK FEINSILVER when Mrs. FEINSILVER also went on the trip. It could have been one of the other title companies he was doing business with at that time.

He recalls that in his telephone conversations with RESNICK, when he first received the line and before FEINSILVER's trip out, he placed bets on three games in the amount of \$15,000 on each game. He believes these were not the actual New Years Day games but possibly some "off color" games such as the East - West, Blue - Gray, North - South or some other type football games. He believes they were all on the same day, although one could have been on a different day. After placing these bets, RESNICK called MAGIDS back at Houston at MAGIDS' office the next day and said that he was down, that everything was settled, and that he needed the money in cash the day before the games because there would be no action if RESNICK did not have the cash, as he, RESNICK, did not have that kind of money to put up for him. At this time he still felt that RESNICK had placed the bets as a favor for him either with [redacted] or some other bookie, although nothing was said specifically by RESNICK regarding this.

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He recalls that he had asked FEINSILVER to tell ASH to call back to Houston to verify with MAGIDS that he had received the money in time for the bets to be valid. He believes this call came on the morning of the holiday or weekend and that he, MAGIDS, had gone to his office that morning and was there alone, anticipating when RESNICK would telephone. During this conversation,

On 9/18/68 at Trinity, Texas File # HO 92-556  
 by SA RICHARD W. SUTER b6  
SA [redacted] b7c AGG:jas 7 9/19/68  
 Date dictated

which was the second or third call RESNICK made to Houston regarding this transaction, RESNICK said, "BOBBY, I've got a problem" and then related how the line had changed on the games. MAGIDS told him he thought he was already down and bets were confirmed, but RESNICK said the people had called him and because he did not have the money, he did not have a bet. This is when he had agreed to get the new line which he called back to MAGIDS wherein the points were changed up to a one and one-half point difference. In this call RESNICK also said that he could not get down for \$15,000 on each game and the most was \$13,000. MAGIDS went ahead then and placed the three \$13,000 bets.

He now believes he may have had a \$10,000 outstanding marker at the Thunderbird which was discussed with RESNICK and he authorized RESNICK to pay this off with part of the \$50,000 sent out. He remembers that FEINSILVER did bring a small amount of money back after he lost all three bets, possibly \$1,000, which would account for all \$50,000 sent out.

He had also told RESNICK in one of the conversations to hold the Title Company checks in the cashier's cage, so that if he won the bets RESNICK could send the checks back with FEINSILVER rather than send so much cash back with him. He also told RESNICK he would call him back to give instructions before he gave FEINSILVER any of the money he might win.

After the games, MAGIDS called ASH, at which time RESNICK said, "You had a bad day, I followed you; you can't pick your nose, come on out and get even on the crap tables."

Although it started out that RESNICK was apparently taking the bets for him as a friendly accommodation, he is certain that RESNICK would have taken more bets if he had sent more money out and he did agree to keep the original checks in the cashier's cage at the Thunderbird, indicating that he would not turn the checks or cash over to another bookmaker.

Although MAGIDS later learned from [redacted] that RESNICK had swindled him by keeping these bets and changing the points, MAGIDS still felt RESNICK was a friend of his.

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It was some months later that RESNICK telephoned MAGIDS from New York regarding another \$10,000 marker outstanding at the Thunderbird. He said that the Thunderbird had been sold, and he was settling some of the markers and could make a good deal for MAGIDS. He advised MAGIDS that he and JOE LOUIS would come on down to Houston.

They both came to Houston and he met them not only at his office but also at dinner at the Ten Fathoms Restaurant. RESNICK had handfulls of markers which he said totaled over a million dollars and said that he "could shake your (MAGIDS) markers for \$7,500." MAGIDS had only \$2,500 or \$3,000 in cash and gave him all of this and agreed to try and get the rest up to \$7,500. MAGIDS later found out that RESNICK had not turned in any of the cash given on this marker and apparently had no authority to collect or settle markers as he alleged. This was the second swindle by RESNICK.

MAGIDS advised that the third swindle RESNICK set up started by a telephone call early the morning after RESNICK and LOUIS had arrived in Houston and they had gone out to dinner the night before. RESNICK said he had something real important that he would cut MAGIDS in on and asked if there was any way MAGIDS could get \$20,000. He explained that he planned to buy some "insider stock" on a "closed corporation" airline or space corporation in California which would guarantee many times that return. He said that he would only need the money for 30 days. MAGIDS already owed Houston Bank and Trust \$100,000 which was due very shortly and also \$125,000 which was his maximum limit. However, he was able to borrow another \$20,000 for 30 days from [redacted] of Houston Bank and Trust. He gave this in cash to RESNICK that same day.

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A short time later is when he had an argument with RESNICK by telephone over the marker not having been settled. He heard nothing further and the 30-day note became due and after extensive telephone calling, he finally got a hold of RESNICK at the restaurant RESNICK had opened in Las Vegas directly across from the Star Dust Hotel. RESNICK had opened this restaurant and had also bought a home next door to SONNY LISTON near the Desert Inn Gulf Course about seven or eight months after the New Years holiday bet transaction. When he got RESNICK on the telephone, RESNICK stalled around,



telling MAGIDS to pay the interest and get the loan extended another 90 days, as everything was going fine in the purchase of the stock. In the meantime, MAGIDS had paid off the \$100,000 note at Houston Bank and Trust and was therefore able to renew the \$20,000 one.

It was about a month later that MAGIDS was indicted by local authorities and needed some money. After about 25 telephone calls to ASH's restaurant he finally learned that he was in the Hotel Americana in New York and contacted him there. MAGIDS told him he was in a jam and needed some money, and RESNICK told him to come to Las Vegas and meet at the Sands. MAGIDS flew out and looked for RESNICK for two days and finally found him shooting dice at a table with over \$20,000 in chips in front of him. RESNICK refused to stop playing and told MAGIDS to wait out front for him and came out an hour or so later claiming MAGIDS had jinxed him and he had lost everything he had. He has never repaid this \$20,000 or any of the supposed profit from the stock purchase.

The fourth "swindle" arranged by RESNICK was shortly before MAGIDS' indictment. RESNICK had put him in touch with some people in New York who alleged to have arranged a \$150,000 loan at a bank for MAGIDS on two pieces of property payable in two years. MAGIDS sent a \$2,000 or \$3,000 Western Union money order to these people and by telephone four or five days later they said everything was set and for him to come to New York and close the deal. After arriving in New York, he was told the deal had been delayed a day and then another day and then finally that if he was so anxious to close, they would not go through with the deal and so he was out his money sent by Western Union and time and travel.

In spite of all his past dealings with RESNICK, MAGIDS still feels that RESNICK will want to help him on his release from the penitentiary by repaying some of the money owed from the \$20,000 stock deal.

In the various contacts he has had with RESNICK, he has never learned of anyone else who has actually placed bets with ASH. On many occasions he has seen lots of people

come up to RESNICK's table in the restaurant at the Thunderbird and talk about bets such as, "Who do you like", but he has never seen any of them actually place a bet.

With respect to telephone calls received from RESNICK, any of these which came to the office would normally have been received by MAGIDS' secretary at the time if she was working. This would have been [redacted] [redacted] now living on a dairy farm at Fayetteville, Texas.

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MAGIDS was exhibited copies of First State Bank of Bellaire checks 110940 in the amount of \$15,000 and 110941 in the amount of \$10,000. Both were dated October 30, 1963. The \$10,000 check was endorsed payable to the order of ASH RESNICK and then signed by RESNICK and deposited by the Thunderbird Hotel Company November 1, 1963. The other was endorsed by the Thunderbird and deposited on what appears to be November 4 or November 5, 1963. He had previously been exhibited these checks on September 20, 1967, and said they were for booking bets with RESNICK probably sent by FEINSILVER or someone else. He now feels that the \$10,000 check may have been sent by JACK but most probably mailed to RESNICK direct because no one else delivered these checks to RESNICK other than FEINSILVER. He now believes that this October 30 check was most likely mailed and may not have been for football bets but most likely to pay a marker. He feels he may have gone to Las Vegas a day or two later, taking the \$15,000 check for use at the casino there in person.

When it was determined that January 1, 1964 fell on a Wednesday, MAGIDS still could not clarify at this time just which football games were the ones bet for \$39,000. He feels that if he saw the holiday papers around that time, he could recall the specific games on which these bets were involved.

MAGIDS advised that since previous interviews he has discussed this matter with his wife and he is fearful of security for her and the children if he were to testify

HO 92-556  
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in court against RESNICK. Accordingly, he does not now desire to testify. He stated he knows what kind of people these are and how they operate and he is fearful of what they might do to his wife and family if he testified, especially while he is still serving time.

## FEDERAL BUREAU OF INVESTIGATION

Date September 25, 19681

[redacted] employed at the Dunes Hotel, was contacted on September 20, 1968.

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DODSON advised that he is still on probation from a conviction in United States District Court at Houston, Texas.

[redacted] was asked if he was generally familiar with illegal bookmakers or bettors in the Las Vegas area. [redacted] replied that he did not care to answer any questions concerning anyone who might be a bookmaker or bettor.

On 9/20/68 at Las Vegas, Nevada File# LV 92-1842  
 by SA [redacted] MBP/vsr Date dictated 9/24/68

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## FEDERAL BUREAU OF INVESTIGATION

1Date September 25, 1968

[redacted] was contacted outside the Holiday Inn of America, 3740 Las Vegas Boulevard South. At this time [redacted] was questioned generally concerning his knowledge of ASH RESNICK's betting activities, and he advised as follows:

[redacted] stated that to his knowledge RESNICK has been a bettor all his life, and stated that during the period of [redacted] he, [redacted] was employed as [redacted] at the Hialeah Sports Book and during this period RESNICK was a daily bettor. He said that although he considered RESNICK a small bettor he bet on all types of sporting activities, including football games, baseball games, and even on some basketball games. When asked what he would consider a small bet, [redacted] replied by stating between \$300.00 and \$500.00.

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[redacted] was questioned as to the largest bets he ever accepted from RESNICK, and he replied to this by stating that the licensed books, and especially Hialeah, did not accept a bet in excess of \$1,000.00, and he denied that he himself booked any bets from RESNICK or that he bet head to head with RESNICK.

[redacted] said that it is his personal belief that RESNICK has been a bettor all his life, up until about two years ago, when RESNICK became associated with Caesars Palace; and that he does not believe he does anything other than make occasional bets at the present time, such as on television football games.

On 9/20/68 at Las Vegas, Nevada File # LV 92-1842

by SA [redacted] & SA [redacted] **P4-**  
WES/vsr Date dictated 9/24/68

## FEDERAL BUREAU OF INVESTIGATION

1

Date 9/25/68

IRVING "ASH" RESNICK was interviewed at his office in the Caesars Palace Hotel. SA [redacted] gave RESNICK a standard waiver of rights form which RESNICK read and signed.

RESNICK said he has been employed for the past two years or so as a casino executive at the Caesars Palace Hotel. RESNICK said he grew up in Brooklyn, New York, and in his youth was a professional football and basketball player. Before he went into the service in World War II, he was a bookmaker at New York race tracks. RESNICK said his only arrests were misdemeanors for bookmaking during that time. After his discharge from the military service, he went back to bookmaking in the New York area.

RESNICK said he came to Las Vegas in 1955 and has been a sports bettor since that time. RESNICK said he never has handicapped sports nor has he made book while residing in Las Vegas. RESNICK said further, he has never been a card player; and during the past two years has been too busy to bet other than occasionally on a televised game.

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RESNICK said he met BARNETT MAGIDS of Houston, Texas, whom he knew as "BOBBY", in about 1960. He recalled meeting MAGIDS at the Sands Hotel and said MAGIDS was a player at the Sands during the period 1960 to 1963. From 1963 to 1965 RESNICK said he, RESNICK, was a casino executive at the Thunderbird Hotel. During that period MAGIDS was a player at the Thunderbird. RESNICK said he recalled going to Houston to collect money owed the Thunderbird Hotel by MAGIDS; however, he denied ever having made any threats to MAGIDS in this connection. RESNICK said he also recalls an employee of MAGIDS coming to Las Vegas with money to pay MAGIDS' gambling debts at the Thunderbird Hotel. RESNICK did not recall this employee's name. RESNICK recalled this employee as a short elderly man.

On 9/20/68 at Las Vegas, Nevada File # LV 92-1842

by SAS [redacted] FWC/sko Date dictated 9/23/68

LV 92-1842

2

RESNICK said that while in Las Vegas, MAGIDS frequently talked about betting on sports; however, he, RESNICK, had no personal knowledge that MAGIDS ever did any sports betting. RESNICK denied ever having taken a sports bet from MAGIDS and said he had no personal knowledge that MAGIDS had ever bet with [REDACTED] RESNICK said his only other knowledge of MAGIDS' activity was that he had heard MAGIDS had gotten in to some kind of trouble regarding real estate and also about five years ago MAGIDS called RESNICK in New York City and wanted to borrow money from RESNICK or have RESNICK get him a loan from a Shylock. RESNICK said he could not help MAGIDS with either a personal loan or a Shylock type loan.

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LV 92-1842

On September 23, 1968, [redacted] Special <sup>b6</sup><sub>b7C</sub> Assistant United States Attorney, was telephonically contacted at the United States Attorney's Office in Los Angeles, California, at which time he was furnished a brief summary of the information set forth in this report. At this time Mr. DE FEO advised that in view of this information, it does not appear that there is a prosecutable violation in connection with the previously referred to checks dated October 30, 1963.

On September 19, 1968, the Houston Division advised that in an effort to locate the title company checks which MAGIDS gambled with over the 1963-1964 New Years Holiday they had contacted the San Jacinto Title Company, the Stewart Title Company, and the Capital Title Company in Houston, Texas, with negative results. The Houston Office advised that additional title companies would be contacted in the immediate future in an effort to locate these items of possible evidence.



# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>11/1/68</b>	INVESTIGATIVE PERIOD <b>10/7 - 10/25/68</b>
TITLE OF CASE <b>IRVING RESNICK, aka; ET AL.</b>		REPORT MADE BY SA <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	TYPED BY b6 b7C <b>jmn</b>
		CHARACTER OF CASE <b>ITAR - GAMBLING</b>	

*hwp*

*Red*

*9*

REFERENCE:

Las Vegas report of SA  9/25/68.

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LEAD:

LAS VEGAS

AT LAS VEGAS, NEVADA

Will continue to follow this matter with the U. S. Attorney's Office.

*R*

ACCOMPLISHMENTS CLAIMED <b>None</b>						ACQUIT-TALS	CASE HAS BEEN: PENDING OVER ONE YEAR <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		

APPROVED *ru* SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

- 3-Bureau (92-9303)
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(1-USA, Houston)
- 2-Las Vegas (92-1842)

*92-9303-14* REC-95  
EX-101  
NOV 4 1968

Dissemination Record of Attached Report

Agency	
Request Recd.	" <i>Organized Crime &amp; Racketeering Section</i> "
Date Fwd.	Room <i>2527</i>
How Fwd.	<i>11/12/68</i>
By	<i>392</i>

Notations

**NINE STAT. SECT.**

53 NOV 13 1968

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1-USA, Las Vegas  
1-USA, Houston

Report of: SA [REDACTED]  
Date: November 1, 1968

Office: LAS VEGAS

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b7C

Field Office File #: LV 92-1842

Bureau File #: 92-9303

Title: IRVING RESNICK;  
ET AL.

Character: INTERSTATE TRANSPORTATION IN AID OF RACKETEERING-GAMBLING

Synopsis: Two checks of \$25,000 each dated 12/31/68 drawn on Texas Title Company, Houston, Texas, located; which bear endorsement of Thunderbird Hotel.

- P -

DETAILS: AT LAS VEGAS, NEVADA

On September 23, 1968, the Houston Office furnished Xeroxed copies of Texas Title Company certified checks numbered 901 through 904. The originals of these checks have been retained by the company, which is now known as Lawyers Title Company, and can be obtained by issuance of a subpoena duces tecum directed to [REDACTED] Lawyers Title Company, 617 Caroline, Houston, Texas.

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The above four referred to checks are all drawn on the Texas Title Company Escrow Account at the First City National Bank, Houston. All the checks are dated December 31, 1963, and all are made payable to BARNETT MAGIDS. Checks numbered 901 and 904 are in the amounts of \$25,000 and \$24,072.75, respectively, and bear the paid stamp of First City National Bank dated January 6 and January 3, 1964, respectively. Both these checks are endorsed BARNETT MAGIDS and there does not appear to be any other endorsement, either signed or stamped, on these two checks. All the bank stamps are not clearly legible, but it appears that both of these checks were cashed in Houston, Texas.

LV 92-1842

Check number 902 bears the written endorsement of BARNETT MAGIDS, followed by the written endorsement "Thunderbird Hotel Co. By (illegible name), Agt." The bank stamps are not legible on the photostat copy furnished, however, this check did clear through the Federal Reserve Bank of Dallas, although this is possibly a Houston branch endorsement of said bank that is legible.

Check number 903 bears the written endorsement of BARNETT MAGIDS and the stamped endorsement of the Thunderbird Hotel, Exchange Account, payable to the First National Bank of Nevada.

A complete list of checks which were issued by the Texas Title Company on the account in which these checks were located was furnished. No other checks appear to have been issued during the pertinent period, however, a complete listing of these checks is set forth below.

IN RE: BARNETT B. MAGIDS

GTY. FILE	DATE OF CHECK		AMOUNT OF CHECK	CHECK NO.
638-62	6/13/62	Barnett B. Magids	25,000.00	1444
	6/13/62	"	25,000.00	1445
	6/13/62	"	25,000.00	1446
	6/13/62	"	25,000.00	1447
	6/13/62	"	25,000.00	1448
	6/13/62	"	25,262.38	1449
1239-62	11/27/62	"	25,000.00	1122
	11/27/62	"	25,000.00	1123
	11/27/62	"	25,000.00	1124
	11/27/62	"	15,384.88	1125
	12/31/62	"	3,043.51	1526
	12/31/62	"	70.19	1537
889-63	8/1/63	"	29,459.00	1141
1448-63	12/31/63	"	25,000.00	901
	12/31/63	"	25,000.00	902
	12/31/63	"	25,000.00	903
	12/31/63	"	24,072.75	904
572-64	6/9/64	"	25,000.00	966
	6/9/64	"	25,000.00	967
	6/9/64	"	25,000.00	968
	6/9/64	"	22,870.90	969
854-64	10/28/64	BAYOU APARTMENTS, INC.	97,758.35	862

# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>LAS VEGAS</b>	OFFICE OF ORIGIN <b>LAS VEGAS</b>	DATE <b>12/31/68</b>	INVESTIGATIVE PERIOD <b>10/30/68 - 12/23/68</b>
TITLE OF CASE  <b>IRVING RESNICK, aka; ET AL</b>		REPORT MADE BY SA. <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	TYPED BY <b>vsr</b>
		CHARACTER OF CASE  <b>ITAR - GAMBLING</b>	

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REFERENCE:

Las Vegas report of SA  dated 11/1/68.

- C -

ADMINISTRATIVE:

It is to be noted that on the day this matter was to be presented to the FGJ Departmental Attorney,  advised that the reluctance of the Department concerning this case was the fact that it would have to be tried in Nevada (and particularly before USDJ FOLEY) with RESNICK as a bettor rather than as a bookie. This was the first information received by Las Vegas that this was considered the problem with this case.

*hl*

also advised that there would have been no objection to presenting this case in Houston, but he advised

ACCOMPLISHMENTS CLAIMED						ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		
							PENDING OVER ONE YEAR <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

APPROVED: *RW* SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

- COPIES MADE:
- 3 - Bureau (92-9303)
  - 1 - USA, Las Vegas
  - 3 - Houston (92-556)  
(1 - USA, Houston)
  - 1 - Las Vegas (92-1842)

92-9303-15	REC-97
15 JAN 6 1969	

*STAT. SEC.*

Dissemination Record of Attached Reports

Agency	Request Recd.	Date Fwd.	How	By

CC, AAG, Criminal Division,  
Organized Crime & Racketeering Section  
Room 2007

Notations

*1/9/69*

53 JAN 3 1969

LV 92-1842

that by the time he learned of this the FGJ in the Southern District of Texas had adjourned and this was no longer a possibility. He advised that [redacted] had testified before the FGJ at Las Vegas on 12/17/68, substantially in agreement with the information he furnished this office on 9/20/68, but did not obtain any information corroborating RESNICK's employment as a bookmaker. He advised that if additional information could be obtained to support RESNICK being engaged in the business of being a bookmaker, that this case could be presented to the FGJ at Las Vegas as late as 12/21/68. He advised that the primary concern with this case was that the Department did not want to get any bad case law relating to this statute when the subject would be tried as a bettor and felt that this was a distinct possibility if this case were to be tried in Nevada.

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b3 FGJ

It is noted that this office has never been in possession of evidence that RESNICK was engaged as a bookmaker on an extensive scale; however, in an exhaustive effort to develop any such information, recontacts were made with numerous previous associates of RESNICK in the Thunderbird, as well as executives in that hotel, with negative results concerning such activity, although several did know him as an extensive bettor. Such contacts not being reported herein but are being maintained in Las Vegas file.

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UNITED STATES DEPARTMENT OF JUSTICE  
 FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Las Vegas  
1 - USA, Houston

Report of: SA   
Date: 12/31/68

Office: LAS VEGAS

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b7C

Field Office File #: 92-1842

Bureau File #: 92-9303

Title: IRVING RESNICK;  
ET AL

Character: INTERSTATE TRANSPORTATION IN AID OF RACKETEERING -  
GAMBLING

Synopsis:  appeared before FGJ at Las Vegas,  
Nevada, 12/17/68. No indictment sought.

- C -

DETAILS:

AT LAS VEGAS, NEVADA

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b3 FGJ

On December 17, 1968, Departmental Attorney   
 advised that  had appeared before the  
Federal Grand Jury at Las Vegas, Nevada; however, there was  
not sufficient testimony obtained from  to justify  
seeking an indictment in this matter.

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