

ORIGINAL

Before the
COPYRIGHT ROYALTY TRIBUNAL
Washington, D.C.

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In the Matter of :

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1982 JUKEBOX ROYALTY :

DISTRIBUTION PROCEEDINGS : Docket No. 83-2

:

1983 JUKEBOX ROYALTY :

DISTRIBUTION PROCEEDINGS : Docket No. 84-2-83JD

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REPLY FINDINGS OF FACT
AND CONCLUSIONS OF LAW
OF ASCAP, BMI AND SESAC

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October 24, 1985

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REPLY FINDINGS OF FACT
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1. The American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. (collectively, "A/B/S"), having reached voluntary agreements for division of the 1982 and 1983 jukebox royalty funds, submit these joint reply findings of fact and conclusions of law in accordance with the Copyright Royalty Tribunal's rules, 37 C.F.R. § 301.54, and order in these consolidated proceedings, 50 Fed. Reg. 31,645 (August 5, 1985).

I. INTRODUCTION

2. Many of the issues and points raised by LAM have already been addressed in our Proposed Findings of Fact and Conclusions of Law, which we incorporate herein by reference.

This reply will, therefore, be limited to three issues raised in LAM's Proposed Findings of Fact and Conclusions of Law:

3. First, as the record shows, and contrary to LAM's assertions, ACEMLA is not a "performing rights society." LAM's "proof" that ACEMLA is a "performing rights society" consists of nothing but the unsupported allegations of LAM's owner, L. Raul Bernard. Those allegations are not supported by any credible or objective evidence.

4. Second, ASCAP, BMI and SESAC have proven entitlement to all of the 1982 and 1983 jukebox funds, except for the agreed upon awards to Italian Book Co. Many of LAM's statements of "fact," from which they conclude that we have not proven entitlement, are simply and flatly wrong.

5. Third, if LAM had properly claimed as a "copyright owner," and not as a "performing rights society," its purported "evidence" of entitlement could not be linked in any rational way to the 5% award LAM seeks. The only credible and quantifiable evidence in the record as to what their entitlement would have been is the evidence introduced by ASCAP, BMI and SESAC. That evidence shows that, if LAM had claimed properly, as a "copyright owner," they would be entitled to, at most, a few hundred dollars.

II. THERE IS NOT A SCINTILLA
OF PROOF THAT ACEMLA IS A
"PERFORMING RIGHTS SOCIETY"

6. The most crucial issue in these proceedings is the question of ACEMLA's status. Although it claims to be a "performing rights society" under the statute, 17 U.S.C. § 116(e)(3), it has not introduced any objective and credible proof that it is one. All of the record "facts" on which ACEMLA bases its claim to "performing rights society" status, when examined, are nothing but unsupported allegations made by LAM's owner, L. Raul Bernard. And the "facts" it refers to in its Proposed Findings are, in many cases, misstatements of the record.

7. For example, LAM says "ACEMLA's function is to license performing rights on behalf of composers and publishers to users." LAM Prop. Find. 4, ¶3. But, other than Mr. Bernard's declaration to that effect, no record evidence exists to support that claim. To the contrary, the record shows that ACEMLA did not license anyone to do anything in 1982 or 1983, and has not done so to this date. Specifically, ACEMLA has never licensed any music user to perform the works to which it alleges it holds the performing rights. Tr. 183-184, 229-230.

8. They say "[ACEMLA] is assigned musical works by various entities that own these works, and thereby controls

their performing rights." Id. But, other than Mr. Bernard's declaration to that effect, no record evidence exists to support that claim. No such "assignments" will be found in the record.

9. LAM says "ACEMLA also holds agreements with other domestic and foreign publishing companies and foreign rights societies to represent them in the capacity of a performing rights society." Id. But, other than Mr. Bernard's declaration to that effect, no record evidence exists to support that claim. An examination of the materials LAM provided on October 16, 1985 shows that none of the "agreements" purports to be with ACEMLA or even refers to ACEMLA.

10. In that October 16 filing, LAM alleged that "ACEMLA acts as a performing rights society" for three domestic entities: Latin American Music Company, Inc., International Music Company, and Westside Music Publishers Corp. The record shows that the first two are owned by ACEMLA's owner, L. Raul Bernard. The "agreement" supplied for the third is not with ACEMLA -- it is between Westside and Latin American Music Co. Inc. It makes no reference whatsoever to ACEMLA. And it is nothing but an assignment of music publishing rights from one publisher to another. The record remains barren of any proof of grants of any rights to ACEMLA.

11. Further, in that filing LAM alleges that ACEMLA likewise represents six foreign entities: Editorial International de Musica, Ltd., Editorial Dominicana de Musica; Consorcio de Editores del Peru (CONEDISA); HONY, S.A.; Sociedad de Outores y Compositores Acuatorianos (SADRAM); and Sayce. Yet an examination of the documents supplied does not support that claim.¹ We discuss the documents in the order LAM presented them.

12. The telegram which purportedly "confirms the signing of a contract [between Sayce] and ACEMLA" does no such thing. It refers (in the abbreviated language of telegrams) to a letter being sent which allegedly specifies "points necessary conclusion reciprocity agreement." On its face, therefore, this telegram indicates that no agreement has yet been reached. Indeed, no such agreement has been introduced into the record.

13. The supposed "1979 contract" with SADRAM is not a contract at all -- it has not been executed. And it does not even name any other entity -- it contains blanks which are not filled in. In form, it is nothing but a subpublishing agreement between a foreign and domestic publisher.²

¹ We are attaching, as Appendix "A", English translations we have had made of the Spanish documents LAM supplied.

² Indeed, if it had been executed in 1979, it could not have been executed by or even have referred to ACEMLA, since LAM itself has alleged that ACEMLA was not created until 1980. Tr. 176.

14. The alleged 1985 "renewal" of the 1979 SADRAM contract likewise proves nothing about ACEMLA's "rights." It, too, is nothing but a subpublishing agreement. It is between SADRAM and Latin American Music Co., Inc.; ACEMLA is not a party to it. Although LAM refers to the contract as a "renewal," the contract itself does not refer to any previous agreement. And, of course, it has no relevance to these proceedings, because it covers the five-year period commencing June 1, 1985, and does not relate to 1982 or 1983.

15. The "cover letter and royalty report" from SADRAM likewise do not prove anything regarding ACEMLA. The letter does not even refer to any transfer of rights to LAM or ACEMLA.³ The "royalty report" appears to refer to mechanical royalties collected in Ecuador, not performing rights royalties. And, of course, these documents again refer to 1985, not 1982 or 1983.

16. The contracts with EDIMUSICA, Musica Dominicana, S.A., and CONEDISA (the last of which is incomplete), are nothing but subpublishing arrangements with Latin American Music Co., Inc. or (in the case of the EDIMUSICA agreement) with Mr. Bernard himself on behalf of his businesses, Latin American Music Co. and The International Music Co. They are not with

³ The letter does refer to a letter of June 3, 1985, from Mr. Bernard, which has not been furnished for the record.

ACEMLA. Indeed, paragraph eight of the EDIMUSICA agreement appears to provide that the agreement may not be further assigned to any other party, presumably including ACEMLA.

17. Surely the most far-fetched "proof" of ACEMLA's supposed status is the "cover letter" of June 1, 1981 from Gladys Watanabe-R. of CONEDISA to Mr. Bernard. What that letter proves (beyond the fact that Ms. Watanabe-R. thinks she is working too hard) is an unfathomable mystery.

18. To the extent that these documents are agreements at all, they are nothing but subpublishing arrangements, or agreements between publishers, and ACEMLA is not a party to, or even mentioned in, any of them.

19. LAM says that ACEMLA has "members." LAM Prop. Find. 6, ¶7. But, other than Mr. Bernard's declaration to that effect, no record evidence exists to support that claim. None of the documents introduced proves the claim, because no such documents exist. Tr. 271-277.

20. LAM claims that: "On occasion, ACEMLA has advanced money to composers and publishers against future royalties." LAM Prop. Find. 7, ¶8. But the record citations given for that proposition do not include Mr. Bernard's cross-examination on the subject. Tr. 284-285. That testimony makes clear that it is LAM, and not ACEMLA, which has given advances,

if indeed any have actually be made. (Mr. Bernard declined to state the overall amount of such "advances." Tr. 285.) And it is also clear that the "advances" given are the normal type of advances a publisher gives a writer. Further, the rider to the form contract in the record, which is the basis for LAM's claim that it gives advances, LAM Exh. 2, translated as A/B/S Exh. 10X, is not between ACEMLA and the writer. It is between Latin American Music Co. and the writer. And it is part of an agreement Mr. Bernard himself described as an agreement between a publisher and a writer. Tr. 277.

21. LAM claims that: "Since 1982, ACEMLA has been involved in the enforcement of its members' rights and the collection of royalties on their behalf."⁴ LAM Prop. Find. 7, ¶9. But Mr. Bernard repeatedly confessed that it has never brought any lawsuits for copyright infringement, and has never collected one cent in royalties. Tr. 183-184, 229-230.

22. LAM claims that ACEMLA has a "distribution system." LAM Prop. Find. 6-7, ¶7-8. We suggest that the "system," as it is described, is unintelligible. In any event, the record shows that this so-called "system" has never been used. Tr. 230.

⁴ It is interesting that LAM claims that ACEMLA has existed since 1980, Tr. 176, but LAM itself states that it did not even try to "enforce its members' rights" or "collect royalties" until 1982 -- about the time it first surfaced in jukebox royalty distribution proceedings before the Tribunal.

23. LAM claims that its correspondence with broadcasters -- specifically WJIT and WNWK -- leads to the conclusion that "ACEMLA's 'status' as a 'performing rights society' has been recognized by at least [these] two radio stations." It argues that such is the case because WJIT "recognized ACEMLA's authority to license . . . by ceasing to broadcast [ACEMLA] works," and because WNWK has given "more positive recognition . . . in the ongoing negotiations." LAM Prop. Find. 18-19, ¶8.

24. Even if the facts alleged are true, they do not prove the conclusion argued. That WJIT refuses to perform works for which it does not have a license does not prove that ACEMLA is a "performing rights society," or that WJIT has "recognized" ACEMLA as such. If such an activity proved "performing rights society" status, then any copyright owner which was not affiliated with ASCAP, BMI, or SESAC, whose works were not performed by broadcasters because they were not licensed, could claim to be a "performing rights society." The argument is ludicrous.

25. Further, that WNWK is now negotiating with some LAM entity does not provide "recognition" of ACEMLA's "performing rights society" status. If it did, any unaffiliated copyright owner who negotiated with a broadcaster to license his work would become a "performing rights society." Again, the argument is ludicrous.

26. LAM claims that ASCAP, BMI, and SESAC would make "bigness" the standard for achieving "performing rights society" status. LAM Prop. Find. 20-21, ¶13-15. That is untrue -- ASCAP, BMI and SESAC have made no such argument. The record before the Tribunal establishes that a "performing rights society" is such not because of its size, but because of its abilities to perform certain functions, and the actual performance of those functions. Tr. 121-122.

27. LAM claims that Italian Book Co., which has claimed as a copyright owner, nevertheless is by statutory construction a "performing rights society," because in the past it participated in voluntary agreements with ASCAP, BMI and SESAC. LAM cites 17 U.S.C. § 116(c)(4)(B) for this proposition.

28. LAM is wrong as a matter of law -- it has referred to the wrong statutory provision. Italian Book Co. entered into voluntary agreements pursuant to 17 U.S.C. § 116(c)(2), under which "any claimants" -- including both "copyright owner" claimants and "performing rights society" claimants -- "may agree among themselves" "Performing rights society" status is not conferred on a copyright owner who reaches agreement with one or more "performing rights societies."

29. LAM's only accurate depiction of its claim that ACEMLA is a "performing rights society" is the statement that: "[Raul Bernard] described ACEMLA as a performing rights society or organization." LAM Prop. Find. 4, ¶3. All that the record contains is Mr. Bernard's own descriptions and statements about ACEMLA. There is no credible, objective proof that ACEMLA is what Mr. Bernard claims it is.⁵ There are no agreements, no contracts, no assignments in the record between any entity and ACEMLA -- not even between any LAM entities and ACEMLA.

30. LAM's erroneous view of these proceedings is shown when it asks the question, "if ACEMLA is not a 'performing rights society', what is it?" LAM Prop. Find. 21, ¶16. It is not for the Tribunal or the other claimants to answer that question. The burden is on LAM to prove that ACEMLA is a "performing rights society." It has not done so -- it has merely offered the wishful thinking, whether well-intentioned or not, of one man.

31. It is an easy thing to print stationery or write letters. More is necessary to establish "performing rights society" status in these proceedings. On this record, the claim

⁵ Indeed, the only piece of evidence that ACEMLA even exists, outside of Mr. Bernard's testimony, is a New York State Certificate of Assumed Name, filed by Mr. Bernard on behalf of his corporation, Latin American Music Co., Inc., which proves nothing relevant to the issues before the Tribunal.

that ACEMLA is a "performing rights society" has no objective basis in fact. ACEMLA is not a "performing rights society."

III. ASCAP, BMI AND SESAC
HAVE PROVEN ENTITLEMENT
TO THEIR JOINT CLAIM

32. None of the challenges LAM raises to ASCAP, BMI and SESAC's proof of joint entitlement stands up on analysis.

33. LAM misconstrues the nature of the ASCAP and BMI surveys.⁶ Of those surveys, it says: "ABS has not shown any relationship between its [sic] annual general survey which takes into account all performances except jukebox, or any direct evidence that any of its repertoire was ever played on jukeboxes in 1982 and 1983." LAM Prop. Find. 22, ¶19 (emphasis in original).

34. LAM is incorrect on many counts. We do not understand its reference to "general" surveys -- the word is meaningless. In any event, the ASCAP and BMI surveys do not sample "all performances except jukebox." They take representative samples of performances in certain media, including

⁶ We repeat here what we said in our Proposed Findings: Given the competitive posture of ASCAP, BMI and SESAC, this filing may not be taken as an endorsement of or comment upon any society's survey of performed works or its distribution systems by the other societies. See A/B/S Prop. Find. 2, n. 1.

broadcast media. Tr. 108-110, 146-147.⁷ Those samples are then validly used as proxies for performances in non-surveyed areas. Reply of A/B/S, June 25, 1985, ASCAP Exh. 3, BMI Exh.

35. LAM's reference to the joint ASCAP, BMI and SESAC lists of most-performed Spanish-language works in their repertoires in 1982 and 1983, attached to the filing of August 9, 1985 as Appendices A and B, is misleading. It says of those lists, "the same 74 song titles appear in Appendix A for 1982 and in Appendix B for 1983." LAM Prop. Find. 9, ¶17. In fact, Appendix A (1982) lists 124 songs and Appendix B (1983) lists 142 songs. Certainly, the lists reflect some of the same works. They are "standards" which would be performed on jukeboxes and in other media year after year. See, Tr. 116-117. The lists also reflect many different works between the two years as well. Thus, if LAM's count that 74 titles appear on both lists is correct, it means that 50 more appeared in 1982, but not 1983, and 68 more appeared in 1983, but not 1982.

36. Certainly, LAM cannot credibly argue that only new works appear on jukeboxes. That argument is not only unsupported by the record, but by common sense as well -- who has not seen jukeboxes with "Happy Birthday," "Strangers In The Night,"

⁷ The Tribunal recommended "survey[s] of radio and other media performances" as appropriate criteria for proving entitlement in these proceedings. 50 Fed. Reg. 31,645 (August 5, 1985).

"White Christmas," or "The Girl From Ipanema" on them? E.g., see Tr. 78-80, 89, 116-117. None of these songs has been newly released, or has even appeared on the charts, in many years. Whatever LAM's point is, the record does not support it.

37. More to the point, the ASCAP and BMI surveys do account for certain types of performances, such as jukebox performances, by proxy. Reply of A/B/S, June 25, 1985, ASCAP Exh. 3, BMI Exh. And the Tribunal itself has found that "there is a relationship between radio performances and records selected for inclusion in jukeboxes." 46 Fed. Reg. 58,141 (November 30, 1981). Thus, performances as measured by the ASCAP and BMI surveys may be used as proper analogies for jukebox performances.

38. LAM seeks to make much of the allegation that, by using their surveys, ASCAP and BMI would pay some writers whose works were not performed on jukeboxes, and would not pay some whose works were so performed.⁸ LAM Prop. Find. 22-26, ¶20-29. But the essence of any survey is that such an occurrence might result: The only way to eliminate it would be to census every performance taking place, an impossible task. If a survey is

⁸ LAM, for example, claims that not every work performed on radio has been released on a 45 RPM record. That argument can be turned around as well: Not every work released on a 45 RPM record is placed in jukeboxes, or performed on jukeboxes.

conducted properly -- and LAM makes no allegation that the ASCAP or BMI surveys are not conducted properly, nor is there any record evidence to challenge the way they are conducted -- then the sample chosen is an adequate statistical recreation of the universe being measured as a whole.⁹ The very nature of a proxy is not that it is an exact replication of the universe being measured, but that the analogy is adequate for purposes of fairness.¹⁰ We suggest that is the case here.

39. LAM's argument on this point is a good illustration of their grasping beyond the record for "facts," and their inaccuracy in stating the "facts" as well. They attempt to bolster their specious argument as follows:

"For example, the song 'Alices's Restaurant' by Arlo Guthrie is a frequently performed song and, therefore, may earn many credits in the general survey. However, the song is too long to appear in 45 rpm format and thereby make its way into jukeboxes. Yet the composer/publisher will receive a portion of the jukebox royalty fund notwithstanding that the

⁹ Contrary to LAM's claim, LAM Prop. Find. 12, ¶28, the record shows that BMI samples all stations within the broadcast universe, including Spanish-language stations. Tr. 153-154.

¹⁰ As the Second Circuit said: "Not precise adjudication, but fairness and rough justice seem to have been the congressional objectives. . . ." ACEMLA v. CRT, 763 F.2d 101, 108 (2d Cir. 1985).

work has never been performed on a jukebox!" LAM Prop. Find. 24, ¶25.

40. There is nothing in the record supporting LAM's claims as to the length of "Alice's Restaurant," its performance track record, or whether it was released as a 45 RPM record.

41. But, as long as LAM has raised the point, we attach as Appendix "B" to this filing excerpts from "Joel Whitburn's Top Pop 1955-1982," a compendium of "Billboard's Pop singles charts." It shows that "Alice's Restaurant" by Arlo Guthrie was released as a 45 RPM single (Reprise No. 0877 under the title "Alice's Rock & Roll Restaurant"), and even made number 97 on the charts. LAM is wrong on this fact, as on so many others.

42. On the record, and based on the Tribunal's prior conclusion, the ASCAP and BMI surveys are persuasive evidence both as to ASCAP, BMI and SESAC's entitlement, and as to the amount to which LAM would have been entitled had it properly claimed as a "copyright owner."

IV. LAM HAS NOT PRESENTED ANY CREDIBLE,
QUANTIFIABLE EVIDENCE OF WHAT ITS
ENTITLEMENT WOULD HAVE BEEN HAD IT
PROPERLY FILED AS A "COPYRIGHT OWNER"

43. Because LAM has claimed only in ACEMLA's name, as a "performing rights society," and not, by its own admission, as

a "copyright owner," it is not entitled to anything. Tr. 290-291. Further, it would only be entitled to a minuscule award even if it had claimed as a "copyright owner."

44. LAM asserts that it should receive 5% of the funds. Yet each of its arguments to support such a figure is baseless and is refuted on the record.

45. It claims that the affidavits of jukebox "operators" and others which it submitted support its claim. LAM Prop. Find. 27, ¶33. Yet those affidavits have no credibility; in many cases, they are contradictory on their face. A/B/S Prop. Find. 25-27, ¶61-64. And there is no relation between the affidavits' content and the amount of the award LAM claims.

46. LAM claims that Hispanics represent 6.4% of the population, buy more records than non-Hispanics, and that somehow music is more "significant" to the lives of Hispanics than to other ethnic groups. LAM Prop. Find. 27-28, ¶34.

47. Even if there were a one-to-one correlation between the size of the Hispanic population and the representation of Hispanic songs on jukeboxes, LAM would have to own virtually all Spanish-language songs to receive 5% of the funds. The record shows that if they own anything, it is but a minuscule portion of the songs performed on jukeboxes.

48. LAM argues that jukeboxes are more frequently placed in Hispanic neighborhoods than in other neighborhoods. LAM Prop. Find. 28, ¶36. But the supposed correlation LAM makes between that alleged "fact" and the share of the funds attributable to jukebox performance of Spanish-language works simply does not follow. Indeed, it could be argued that a different conclusion may be reached from the record facts, as follows.

49. The Tribunal may properly distribute funds only for performances on licensed jukeboxes. Jukebox operators have claimed that about 50% of all jukeboxes are licensed. The Copyright Office (and copyright owners) have disputed their claim, alleging that only 25-33% are licensed.¹¹ But, according to the limited survey of jukeboxes in Hispanic neighborhoods in the record, only about 7% of the jukeboxes in Hispanic neighborhoods are licensed. Tr. 18-19. It could therefore be reason-

¹¹ See, e.g., Hearing on Gen. Oversight on Patent, Trademark and Copyright Systems Before the Subcommittee on Cts., Civ. Libs. and Admin. of Just., House Jud. Comm., 96th Cong., 1st Sess., Ser. No. 15 (4/9/79), 26, 40 (testimony of Jon A. Baumgarten, General Counsel, United States Copyright Office -- "only about one-third" of jukeboxes are licensed), 59 (testimony of Douglas Coulter, Chairman, Copyright Royalty Tribunal -- agreeing with Mr. Baumgarten); Cf. 1980 Jukebox Rate Adjustment Proceedings, 46 Fed. Reg. 884, 886 (number of jukeboxes in United States is between 251,000 and 388,000 according to AMOA, the jukebox operators' trade association) with Copyright Office statistics of number of licensed jukeboxes, of which Tribunal can take official notice (143,000 in 1978, falling to 104,000 in 1984).

ably concluded that jukeboxes in Hispanic neighborhoods are less frequently licensed than jukeboxes in other areas, and therefore a smaller portion of the jukebox royalty fund is attributable to Spanish-language works than if a one-to-one correspondence with population figures were the case.

50. Further, the record shows that less than 60% of the songs located on jukeboxes in Hispanic communities are in the Spanish language. GM 7-8. Again, even if a one-to-one correspondence between the Hispanic population and the location of jukeboxes in Hispanic communities were alleged, the proportion of Spanish-language works on those jukeboxes would reduce the share of the fund attributable to Spanish-language music by over 40%. Thus, if we assume hypothetically that 6.4% of the jukeboxes in the United States are located in Hispanic communities, less than 3.8% of all songs on all jukeboxes would be in the Spanish language (60% of 6.4%). And, of course, the record shows that LAM owns only a tiny percentage of all Spanish-language works, and so would be entitled to only a tiny percentage of that 3.8%, if the hypothetical were true.

51. The only objective and quantifiable evidence of the award LAM would have received if it had properly filed as a copyright owner was introduced by ASCAP, BMI and SESAC. A/B/S

Prop. Find., 28-32, ¶69-80. That evidence shows that such an award would be a few hundred dollars, at most.

CONCLUSION

52. LAM's Proposed Findings and Conclusions simply do not stand up to analysis. At best, there is no record evidence to support LAM's claim. At worst, they misstate the record facts. When LAM's case is stripped of its cosmetic trappings, it consists of nothing but the unsupported claims of its owner, with not one iota of credible objective evidence. ACEMLA's claim to "performing rights society" status is specious. And even if LAM were entitled to an award, there is utterly no relation between the facts in the record and the award LAM claims.

53. The record does prove that ASCAP, BMI and SESAC are jointly entitled to the entire 1982 and 1983 jukebox funds, less the awards to Italian Book Co., which no party has contested for 1982, and to which all parties have stipulated for 1983.

Respectfully submitted,

AMERICAN SOCIETY OF COMPOSERS,
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Dated: October 24, 1985

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of October, 1985 caused a copy of the foregoing "Reply Findings of Fact and Conclusions of Law of ASCAP, BMI and SESAC" to be served via first-class mail, postage, on the following:

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APPENDIX A

FREEDOM EXPRESS TELEGRAM

09/25/85

QUITO ECUADOR

MR RAUL BERNARD MANAGER ACEMLA

214 WEST 96TH ST.

NEW YORK, NY 10025

WE ARE SENDING YOU LETTER SPECIFYING POINTS NECESSARY CONCLUSION RECIPROCITY
AGREEMENT IN RECIPROCAL CATALOGS PLEASE ACKNOWLEDGE RECEIPT SAME WAY

GREETINGS

FRANCISCO MORALES

NATIONAL SECRETARY SAYCE

SADRAM
SOCIEDAD DE REPRESENTACION
Y ADMINISTRACION MUSICAL CIA.LTDA.
Lorenzo de Garaicoa 2811
Apartado 3456
Guayaquil - Ecuador

Between SOCIEDAD DE REPRESENTACION Y ADMINISTRACION MUSICAL CIA. LTDA.

"SADRAM" of Lorenzo de Garaicoa No. 2811, Apartado 3456, Guayaquil -
Ecuador, represented herein by its Manager, Mr. Carlos Pino Plaza, and

of

represented herein by its Manager, Mr.

it is agreed as follows:

FIRST - SADRAM authorizes Editorial to
represent it exclusively, within the territory of
in any and all acts relating to the protection, deposit and registration of
the works which constitute its catalog before official institutions,
societies collecting authors' royalties and recording companies.

- a) So that it may best promote them using the promotional material
which it receives from SADRAM and effect any and all transactions
in order to obtain the best profits for the aforesaid works.
- b) So that it may control and collect, within the authorized ter-
ritory, all profits described herunder and earned by the works
encompassed hereunder, wherever they may be produced, in the
past, present and future.

SECOND - Editorial shall retain 25% of all profits
collected for the repertories which SADRAM places under its control, while at
the same time all expenses incurred by this representation shall be charged

exclusively to Editorial

THIRD - In the event that _____ is interested in the subpublication of a work included in this Contract, it must request for this purpose the respective subpublishing Contract wherein it shall be stated that it may retain 50% of all profits, as produced, and shall pay 10% of the retailing price of the copies which it has caused to be printed. Should _____ request the subpublication of a work which has already been recorded and/or re-recorded in Ecuador prior to the signature of this Contract, then _____, as a subpublisher, shall collect no more than 33.33% of all monies collected for the right to the works which are the subject of the subpublication and shall pay to SADRAM 10% of the retailing price of the copies which it has caused to be printed.

FOURTH - _____ agrees to deliver, within 45 days following each commercial semester, a fully detailed distribution schedule, with attached original receipts of all revenues and of royalties for the sale of copies, and attached check for the total amount and to send them to SADRAM, to its offices in Guayaquil, at the address herein set forth.

FIFTH - This Contract comprises all the original works in the various categories which may be the property of SADRAM, to the exclusion of the works which SADRAM is subpublishing and which do not as yet encompass the territory of _____, _____ agreeing in that case to consult the copyright printed in each copy.

SIXTH - In the event that _____ must negotiate the inclusion of a work in a motion picture, _____ shall previously

consult and obtain from SADRAM a written authorization.

SEVENTH - is authorized to prosecute illicit or clandestine editions of the works covered by this Contract, which are published in the territory of , as well as initiate court actions for related damages and prejudices.

EIGHTH - In the event that another publisher is interested in the subpublication of any compositions in the SADRAM catalog, it shall consult , in each case by certified mail, regarding its interest in same and shall give the latter priority for 25 days. In the event that Editorial does not reply and/or communicates its lack of interest, the said work shall be excluded from this Contract.

NINTH - The breach on the part of of any of the clauses of this Contract authorizes SADRAM to consider it rescinded and to file all necessary claims, it being understood that the parties shall come under the jurisdiction of the Ordinary Courts of Ecuador exclusively, to the exclusion of other outside bodies.

TENTH - This Contract shall take effect on and terminate on and shall be renewed automatically from year to year, until one of the parties rescinds it, with six-month prior notice.

ELEVENTH - This Contract shall be binding upon the parties hereto, and shall not be transferred or assigned. In the event of bankruptcy and/or liquidation of , all rights assigned hereunder shall

automatically revert to SADRAM.

IN WITNESS WHEREOF, the parties have caused this Contract to be
signed in three identical copies in _____ on the _____ day
of _____ and in Ecuador on the _____ day of _____

FOR SADRAM

FOR

SADRAM EDITORA
Lorenzo de Garaicoa No. 2910
Apartado 3456
Guayaquil - Ecuador

Contract between SADRAM publisher, hereinafter called the "PUBLISHER", represented herein by its Manager, Mr. Carlos Pino Plaza, of Lorenzo de Garaicoa 2910 (Apartado 3456), in Guayaquil - Ecuador, of the one part and LATIN AMERICAN MUSIC CO INC., hereinafter called the "REPRESENTATIVE", of 214 West 96th St. in New York, represented herein by its Manager, Mr. L. Raúl Bernal, of the other part.

IT IS HEREBY AGREED AS FOLLOWS

1. THE PUBLISHER authorizes the REPRESENTATIVE to represent it exclusively, within the territory of the US of North America, hereinafter called "AUTHORIZED TERRITORY", in any and all acts relating to the protection, deposit and registration of the works which constitute its catalog.
 - a) So that it may best promote them using the promotional material which it receives from the PUBLISHER and effect any and all transactions in order to obtain the best profits for the aforesaid works.
 - b) So that it may control and collect, within the authorized territory, all profits referred to herein and earned by the works encompassed hereunder, wherever they may be produced.
2. The REPRESENTATIVE shall retain 15% of all profits actually collected by the REPRESENTATIVE in favor of the repertories which the PUBLISHER places under its control, while at the same time all expenses incurred by this representation shall be charged exclusively to the REPRESENTATIVE.

3. The REPRESENTATIVE shall retain 25% of the publisher's share of the Public Performance Rights.
 - a) It being agreed that in the event that the Ecuadoran Authors' Society SAYCE does not have reciprocity agreements with the North American Authors' Society to collect the Public Performance Rights, the REPRESENTATIVE shall be authorized to collect 100% of these rights, either directly or through local Authors' Societies or through any entity which collects them, or directly through users.
4. In the event that the REPRESENTATIVE is interested in the publication of a work included in this contract, it must request for this purpose the respective individual contract, wherein it shall be stated that it may retain 50% of all profits, as produced, and shall pay 10% of the selling price to the public of the copies which it has caused to be printed. In addition the publisher's share of performances shall be increased to 50% (per cent).
5. THE REPRESENTATIVE agrees to deliver, within 60 days after each commercial semester, a fully detailed distribution schedule, with attached original receipts of all collected revenues and of royalties for the sale of copies, and attached check for the total amount, and to send them to the offices of the PUBLISHER at the address herein set forth.
6. THE REPRESENTATIVE shall furnish to the PUBLISHER label reports, lists of recordings or catalogs of record companies in the authorized territory so that the PUBLISHER may obtain all pertinent information for the purpose of conducting a thorough check of the works under its control and in turn advise the REPRESENTATIVE.

7. This contract comprises all the original works of the PUBLISHER, to the exclusion of all works which the PUBLISHER may have assigned prior to the signature of this contract for the authorized territory, as well as of works subpublished by the PUBLISHER and which do not as yet encompass the authorized territories, the REPRESENTATIVE agreeing in each case to consult the copyright printed in each copy received from the PUBLISHER.
8. THE PUBLISHER guarantees the priority of individual assignment of any and all works which constitute its catalog, with the exception of the previous article. In the event that another PUBLISHER is interested in the publication of any of the aforesaid compositions, the PUBLISHER shall consult the REPRESENTATIVE regarding its interest in same, and shall give the latter priority of decision for a period of 30 days. In the event that the REPRESENTATIVE does not answer or makes known its lack of interest, the PUBLISHER may freely dispose of the work in a manner most advantageous to its interests.
9. THE REPRESENTATIVE has the right to prosecute illicit or clandestine editions of the works covered by this contract, which are published in the authorized territories, and to initiate legal actions for related damages and prejudices.
10. In the event that the REPRESENTATIVE has to negotiate the inclusion of a work in a motion picture, the REPRESENTATIVE shall previously consult and obtain from the PUBLISHER a written authorization.
11. This contract shall remain in effect for 5 (five) years from the date of its execution, it being agreed, nevertheless, that the REPRESENTATIVE has

the right to collect any and all amounts owed to the PUBLISHER with retroactive effect to the date of this contract, for the purpose of avoiding collection discrepancies.

12. The breach on the part of the REPRESENTATIVE of any of the clauses of this contract shall authorize the PUBLISHER to consider it rescinded and to file all necessary claims, it being understood that the parties shall come under the jurisdiction of the Ordinary Courts of the City of Guayaquil - Ecuador exclusively, to the exclusion of any other outside jurisdiction and that the addresses indicated "UT SUPRA" constitute their legal domiciles.
13. This contract may not be transferred or assigned. In the event of bankruptcy and/or dissolution of the REPRESENTATIVE, all rights assigned hereunder shall automatically revert to the PUBLISHER (assigning party).

IN WITNESS WHEREOF, the parties have caused this contract to be signed in three identical copies in Guayaquil, on the first day of the month of June of 1985.

SADRAM

LATIN AMERICAN MUSIC CO INC

SADRAM EDITORA
Lorenzo de Garaicoa No. 2910
Apartado 3456
Guayaquil - Ecuador

Mr. L. Raúl Bernard
LATIN AMERICAN MUSIC CO INC
214 West 96 St.
NEW YORK, N.Y. 10025
U.S.A.

Guayaquil, July 3, 1985
No. 215

Dear Raul,

On receiving your letter of June 3rd, we wish to congratulate you on the success achieved with regard to the recognition of the public performance rights for the catalogs which you control.

We are sending you our agreement for the compositions which we represent as publishers, but in addition we have SAYCE's express authorization to collect all monies generated by Ecuadoran works in foreign countries.

We are enclosing your distribution schedules as contained in SUMMARY R-27 for the compositions and periods which you indicated.

Cordially yours,

Encl.: as mentioned
mrr

SADRAM

EDITORA

LIQUIDACION DE REGALIAS AUTORALES
DISTRIBUTION SCHEDULE OF AUTHORS ROYALTIES

LATIN AMERICAN MUSIC

R-27

STUDIO 2 Y PRODUCTORES INDEP. IFESA: Años 1979-1980 1981-1982	Years	¢	6.239,20
FADISA: Primer Semestre de 1981	First semester of 1981		600,06
IFESA: Segundo Semestre de 1983	Second semester of 1983		4,19
FEDISCOS: Segundo Semestre de 1983	Second semester of 1983		295,64
ALMACENES AGUILAR-CONDOR: Segundo Semestre	Second semester		71,70
IFESA: Primer Semestre de 1984	First semester of 1984		10,97
ALMACENES AGUILAR: Primer Semestre 1984	First semester of 1984		65,35
FEDISCOS: Primer Semestre 1984	First semester of 1984		329,24
IFESA: Primer Semestre de 1984	First semester of 1984		40,26
COPRODISA: Reliquidación al Segundo semestre 1982..	Redistribution to the second semester of 1982		316,61
FAMOSO: Reliquidación al Primer Semestre 1982.....	Redistribution to the first semester of 1982		135,39
NETO A PAGAR		¢	<u>8.012,25</u>
NET PAYABLE			

SON: OCHO MIL DOCE, 25/100 SUCRET .-
OR EIGHT THOUSAND TWELVE AND 25/100 SUCRET

LIQUIDACION DE REGALIAS DE AUTOR

DISTRIBUTION OF AUTHORS ROYALTIES

EDITORIA :
PUBLISHER :

LATIN AMERICAN MUSIC

PERIODO :
PERIOD
PRODUCTORES :
PRODUCERS :

AÑOS 1.979, 1.980, 1.981 y 1.982.-
YEARS and
STUDIO 2 y PRODUCTORES INDEPENDIENTES.-
and

NUMERO DISCO	TITULOS	AUTORES	MARCA	VENTA	REGALIA UNIT.	NETO EDITORA	SADRAM
RECORD NO.	TITLES	AUTHORS	LABEL	SALES	ROYALTY UNIT	NET PUBLISHER	
LP-25105	NIEGALO	GERMAN ROSARIO	ANGELITO	213	0,76	121,41	40,47
	"	"	"	86	0,96	61,92	20,64
	NIEGALO	"	"	425	0,76	242,25	80,75
LP-25168	NIEGALO	"	"	287	0,96	206,64	68,88
LP-25189	PESAR	Bulumba Landestoy		147	0,228	25,13	8,37
364.0005	TOMA Y DAME	J.Arzuaga	MEDARLUZ	474	0,62	220,41	73,47
364.0016	SAL Y AGUA	"	"	466	0,186	65,00	21,66
364.0005	TOMA Y DAME	"	"	493	0,228	84,30	28,10
	TOMA Y DAME	"	"		0,76	2.202,48	734,16
350.0033	CELOS SIN MOTIVOS	Ismael Santiago	CONDOR	3.864	0,76	342,00	114,00
	"	"	"	600	0,76	451,44	150,48
	CELOS SIN MOTIVOS	"	"	704	0,855	15,25	5,08
	CELOS SIN MOTIVOS	"	"	21	0,968	2.634,89	878,29
350.0045	CELOS SIN MOTIVOS	"	"	4.109	0,855	168,52	56,17
650.0014	CELOS SIN MOTIVOS	"	"	363	0,619	262,30	87,43
	CELOS SIN MOTIVOS	"	"	435	0,804	656,66	218,88
650.0020	CELOS SIN MOTIVOS	"	"	1.089	0,804		
	"	"	"	210	0,392	219,24	73,08
350.0033	CELOS SIN MOTIVO	"	"	112	0,392	116,92	38,97
	CELOS SIN MOTIVO	"	"	209	1,285	201,42	67,14
350.0045	CELOS SIN MOTIVO	"	"	201	1,392	209,84	69,94
	CELOS SIN MOTIVOS	"	"	110	1,392	114,84	38,28
	CELOS SIN MOTIVO	"	"		0,696	3.130,43	1.043,47
350.0058	NIEGALO TODO	German Rosario		5.997	0,696	223,41	74,47
	NIEGALO TODO	"	"	428	0,696	573,15	191,05
350.0063	ULTIMATUM	Luz Celina Tirado		549	1,392		
Cassettes				106	1,392	110,66	36,88
650.0014	CELOS SIN MOTIVO	Ismael Santiago		981	0,696	512,08	170,69
650.0025	NIEGALO TODO	German Rosario					
PRIMICIAS				15	0,85	9,55	3,18
LP-8013	NIEGALO TODO	German Rosario					
ANGELITO		"	"	114	0,76	64,98	21,66
LP-25136	NIEGALO TODO	"	"	112	0,76	63,84	21,28
	NIEGALO TODO	"	"	112	0,76	63,84	21,28
	NIEGALO TODO	"	"	136	1,48	150,96	50,32
	PESAR	Bulumba Landestoy					

CENTE...
45-43544

CELOS SIN MOTIVO
DELOS SIN MOTIVO
CELOS SIN MOTIVO

Cassettes
CS-1006

Ismael Santiago	165	0,925	6,15	138,75	6,15
"	200	0,925		208,12	
"	300				
"	86	0,60		38,70	12,90
"	48	0,76		27,36	9,12

14.000,07 4.669,28

2.101,21

5.667,56

6.239,20

TOTAL L A P

COMISION SAYCE 15% COMMISSION

IMPUESTO A LA RENESA 47,50% TAX

NETO A RENESAR
NET REMITTANCE

SON: SEIS MIL DCCIENTOS TREINTA Y NUEVE, 20/100 SUCRES
OR SIX THOUSAND TWO HUNDRED THIRTY NINE AND 20/100 SUCRES

. on behalf of EDITORA INTERNACIONAL DE MUSICA LTDA (EDIMUSICA), hereinafter simply called EDIMUSICA, and Mr. L. R. BERNARD on behalf of LAM Latin American Music Co - TIM The International Music Co., hereinafter simply called the ASSIGNEE, for the purpose of this contract, conclude this agreement in accordance with the following statements and stipulations:

STATEMENTS

1. EDIMUSICA states that it is a legally constituted Enterprise and that in order to achieve its objectives has performed various acts and concluded various agreements whereby it has constituted itself as the legitimate TITULAR (Party in interest and Representative of Authors or their entitled parties) of the music compositions. Thus, it has the right to use and exploit them, authorize or deny their use or exploitation and collect royalties in accordance with the Colombian Copyright Laws.

2. The ASSIGNEE states that it is a duly constituted and organized Enterprise and that its objective is to collect authors' and related royalties.

STIPULATIONS

FIRST: EDIMUSICA names THE ASSIGNEE as its delegate representative to represent it exclusively in the territory of the United States, with the exception of the royalties of our assignee in that country, SUNSHINE RECORDS DISTRIBUTORS, INC and MUSICAL TAPES INC, which are not directly dissolved, in all acts relating to the protection, deposit and registration of the works made available, before official institutions, Societies collecting Authors' royalties, Record producers and third parties.

A - So that it may best promote them using the promotional material which it receives from EDIMUSICA and effect any and all transactions in order to obtain

the best profits for the aforesaid works.

B - So that it may control and collect in the authorized territories all profits referred to herein and earned by the works covered by this contract, wherever they may be produced.

C - So that it may authorize their recording, mechanical reproduction and public performances.

SECOND: ROYALTIES - PARTICIPATIONS AND PROFITS

EDIMUSICA grants to the aforementioned company the following participation in all amounts and profits produced by the works which EDIMUSICA places under the control of the ASSIGNEE:

A - 25% of collected authors' royalties which Record Producers pay as royalties for the recording of works under its control.

B - 50% of collections for public performances and other related rights.

A-

THIRD: In the event that commercial interest necessitates the printing of a paper edition of a work, 10% of the selling price to the public of each edition shall be paid to EDIMUSICA.

B - In the event that it becomes necessary to negotiate the inclusion of a work in a motion picture, short feature, television play, promotion or other program, the cost thereof shall be agreed upon with EDIMUSICA.

FOURTH: THE ASSIGNEE agrees to deliver, within thirty (30) days after each contractual semester, a fully detailed distribution schedule, with attached check or transfer for the total amount, to be remitted to the indicated office address of EDIMUSICA.

PARAGRAPH: In the event that the ASSIGNEE retains or deducts taxes in the territory referred to in this contract, it agrees to remit in triplicate copies of the payment receipts, duly notarized and executed before the Colombian Consul in that territory.

FIFTH: The works listed by EDIMUSICA as part of its catalog shall be disseminated, collected and promoted, as necessary, in order to

.Credit shall be given to EDIMUSICA in labels, authorizations, agreements and promotions as titular of the works which it administers or controls.

SIXTH: This contract shall remain in effect for one (1) year from the date of same and gives the ASSIGNEE the exclusive right to demand and collect all monies and royalties with retroactive effect which for one reason or another have not been claimed in the authorized territories, until one of the parties wishes to terminate it, for which purpose a notice shall be sent by certified mail one month in advance.

SEVENTH: If this agreement is not extended or renewed, THE ASSIGNEE shall, within the next thirty (30) days, advise the Authors' Society and/or the recording companies in the authorized territories, with copy to EDIMUSICA, that it no longer controls the works comprised in this agreement.

EIGHTH: This contract shall be binding upon the parties hereto, and may not be transferred or assigned. In the event of bankruptcy and/ or dissolution (. . .), all rights herein specified shall revert to EDIMUSICA.

NINTH: THE ASSIGNEE has the right to prosecute illicit or clandestine editions

of the works covered by this contract, which are published in the authorized territories, and to initiate legal actions for related damages and prejudices.

ELEVENTH: In addition to the term stipulated hereinabove, this contract shall be terminated:

A - By reason of breach of the stipulations contained herein, especially by reason of retention and failure to send to EDIMUSICA the distributions and payments of collected revenues and the duly notarized receipts.

.by reason of disoolution or bankruptcy of the contractual companies.

C - Unilaterally by EDIMUSICA when the latter considers that the stipulations contained herein have not been fulfilled. In each case considered herein, the contract shall terminate automatically by means of a notice given by certified mail.

TWELFTH : JURISDICTION AND COMPETENCE

The jurisdictional authorities of the City of Medellin, Republic of Colombia, shall be competent to settle any dispute which may arise by reason or on the occasion of the performance of this contract.

This contract shall take effect on April 1st, 1982 and shall be signed in Medellin on the 1st day of April of 1982.

EDITORA INTERNACIONAL DE MUSICA LTDA "EDIMUSICA"

HUGO GIRALDO MARIN

LAM LATIN AMERICAN MUSIC CO -TIM THE INTERNATIONAL MUSIC CO

L.R. BERNARD

CONSORCIO DE EDITORAS MUSICALES PERUANAS S.A.
Av. Larco 743, Of. 402
Lima 18 - Peru

Letter No. EXT. 007/81

Mr. Raul Bernard
L.A.M.
Latin American Music Co.
214 West 96th Street
New York, N.Y. 10025
U.S.A.

June 2, 1981

Dear Raúl,

I know! It seems incredible that you finally hear from me after all this time. I admit I am an ungrateful one. I have kept you in mind, but as you are well aware, I am always overloaded with work. Imagine: I have had to work during March and April until 3 or 4 in the morning, sundays included. Finally, as was bound to happen, I collapsed from fatigue and tension, which this month compelled me to work only until 6 in the afternoon. I think that I shall be able to resume my normal activities little by little. Of course, I formally promised myself that I would not work beyond 10 PM (I hope I can keep this promise).

I have received your letter and catalog. Congratulations! It went very well and I am entering it in the general index file. I shall begin to check the listings for the last 5 years in order to file claims with local record businesses.

One thing worries me, though: you did not mention any agreement with Mario de Jesús. You know how I appreciate and respect him. It is very important to me that I do not come into conflict with him, as this would damage our good friendship. Please write to me as soon as possible on this matter.

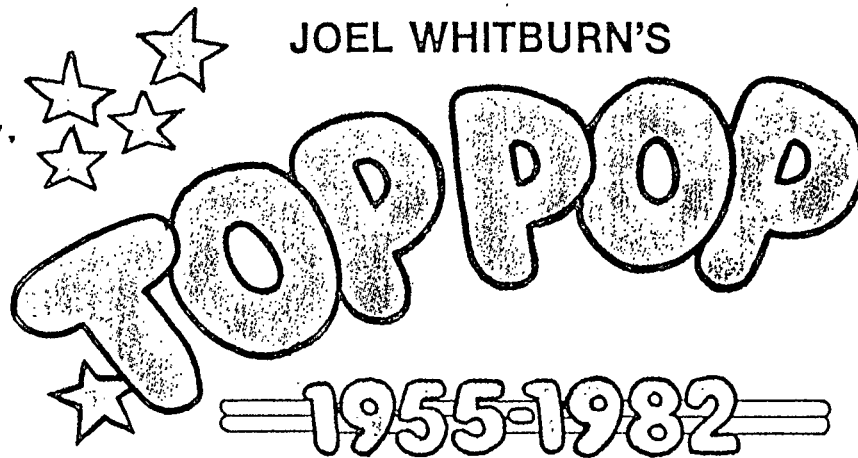
My agreement will be mailed to you in the course of this week.

Am I forgiven? Many thanks and best regards.

Gladys Watanabe-R.

APPENDIX B

JOEL WHITBURN'S



TOP POP

1955-1982

Compiled from Billboard's pop singles charts, 1955-1982

Record Research, Inc.
P.O. Box 200
Menomonee Falls, Wisconsin 53051

DATE CHARTED	PEAK POS	WKS CHRT'D	ARTIST — Record Title	LABEL & NO.
10/24/70	10	10	9. Share The Land	RCA 0388
1/30/71	43	7	10. Hang On To Your Life	RCA 0414
4/17/71	29	13	11. Albert Flasher/	
		11	12. Broken	RCA 0458
8/14/71	19	12	13. Rain Dance	RCA 0522
11/27/71 +	50	9	14. Sour Suite	RCA 0578
3/04/72	47	7	15. Heartbroken Bopper	RCA 0659
5/20/72	70	6	16. Guns, Guns, Guns	RCA 0708
10/14/72	96	3	17. Runnin' Back To Saskatoon	RCA 0803
2/03/73	61	7	18. Follow Your Daughter Home	RCA 0880
2/16/74	39	19	19. Star Baby	RCA 0217
7/20/74	6	16	20. Clap For The Wolfman	RCA 0324
			-with Wolfman Jack-	
11/23/74 +	28	11	21. Dancin' Fool	RCA 10075
GUIDRY, GREG				
2/13/82	17	16	1. Goin' Down	Columbia 02691
7/17/82	92	2	2. Into My Love	Columbia 02984
GUITAR, BONNIE				
4/13/57	6	22	1. Dark Moon	Dot 15550
10/28/57	71	8	2. Mister Fire Eyes	Dot 15612
12/14/59	97	2	3. Candy Apple Red	Dolton 10
4/02/66	99	2	4. I'm Living In Two Worlds	Dot 16811
GUNHILL ROAD				
3/31/73	40	15	1. Back When My Hair Was Short	Kama Sutra 569
GUTHRIE, ARLO				
			Woody Guthrie's son	
12/13/69	97	2	1. Alice's Rock & Roll Restaurant	Reprise 0877
			-violin: Doug Kershaw-	
7/29/72	18	16	2. The City Of New Orleans	Reprise 1103
GYPSY				
			also see James Walsh Gypsy Band	
12/05/70 +	62	8	1. Gypsy Queen - Part 1	Metromedia 202
HACKETT, BUDDY				
4/07/56	87	2	1. Chinese Rock And Egg Roll [C]	Coral 61594
HAGAR, SAMMY				
			lead singer of Montrose	
12/10/77 +	62	8	1. You Make Me Crazy	Capitol 4502
4/07/79	65	5	2. (Sittin' On) The Dock Of The Bay	Capitol 4699
			-backing vocals by Boston-	
9/15/79	77	7	3. Plain Jane	Capitol 4757
1/30/82	43	10	4. I'll Fall In Love Again	Geffen 49881
5/15/82	73	4	5. Piece Of My Heart	Geffen 50059
12/11/82 +	13	19	6. Your Love Is Driving Me Crazy	Geffen 29816
HAGGARD, MERLE, & The Strangers				
11/01/69 +	41	13	1. Okie From Muskogee	Capitol 2626
2/14/70	92	3	2. The Fightin' Side Of Me	Capitol 2719
3/20/71	90	3	3. Soldier's Last Letter	Capitol 3024
12/04/71 +	58	7	4. Carolyn	Capitol 3222
9/01/73	62	8	5. Everybody's Had The Blues	Capitol 3641
11/24/73 +	28	11	6. If We Make It Through December	Capitol 3746
10/22/77	58	9	7. From Graceland To The Promised Land	MCA 40804
			-Elvis Presley tribute-	