

Mr. O'MAHONEY. I yield.

Mr. MAGNUSON. I wonder if the Senator would yield at that point regarding the contract.

Mr. O'MAHONEY. I am glad to yield.

Mr. MAGNUSON. I merely wish to add to the Senator's excellent statement that the nominee, in answer to a direct question by members of the committee, as to whether he still thought the Dixon-Yates contract was a good contract, and not contrary to the public interest, still insists, in his direct answer to members of the committee, that it is a good contract.

Mr. O'MAHONEY. I thank the Senator.

Mr. MAGNUSON. He takes that position even at this late date, after all the hearings and the pleadings by the Department of Justice in the Court of Claims, that the contract is not only null and void, but also contrary to public policy.

Mr. O'MAHONEY. This is the next statement in the Department of Justice pleading:

"DEPARTMENT OF JUSTICE PLEADING

"The alleged agreement is contrary to public policy, unlawful, and null and void by reason of the activities of one Adolphe H. Wenzell, a salaried vice president of First Boston Corporation of New York City, a financial institution specializing in the underwriting, sale, and marketing of corporate securities, including, particularly, those of public utilities.

"During periods in the years 1953 and 1954, Wenzell was employed by the Bureau of the Budget as a consultant with respect to problems concerning the furnishing, operation, and expansion of electric facilities in the area of the Tennessee Valley Authority (hereinafter referred to as the TVA) and concerning important aspects of the project involved in the alleged agreement. For a portion of said time the Bureau of the Budget was, in collaboration with AEC, actively engaged in the consideration and development of the project subsequently embodied in the alleged agreement."

I shall not read the remainder of that statement, but I ask unanimous consent that it may be printed in the Record at this point.

There being no objection, the statement was ordered to be printed in the Record, as follows:

"During said period, Wenzell consulted with, advised, and represented the Government in certain important matters involved in the negotiations with respect to the alleged agreement and the project covered thereby, including the cost of the project and the costs involved in the sale by plaintiff of its securities to financial institutions in order to finance the project. During the same period Wenzell was, at all times, a salaried vice president of First Boston Corp. who consulted with, advised, and represented the First Boston Corp. with respect to its relation to said project, the alleged agreement, and its relations with plaintiff. During this period Wenzell further consulted with and advised plaintiff with respect to various matters relating to the project and the alleged agreement, which involved to a material extent the same matters concerning which he was employed to consult with, advise, and represent the Government, and in fact