

he assisted in negotiating and promoting the very project and alleged agreement between plaintiff and defendant which resulted in the employment by plaintiff of First Boston Corp. on behalf of plaintiff and as plaintiff's agent to effect the sale of various banks and insurance companies of plaintiff's securities, in an aggregate principal amount between \$99,815,000 and \$120 million proposed to be issued by plaintiff to finance said project.

"At the time plaintiff executed the alleged agreement, plaintiff had full knowledge of the duality of interests and relationships of Wenzell. The role played by Wenzell in consulting with, advising, and representing the Government, the First Boston Corp., and plaintiff with respect to the same project and the same alleged agreement, with contemplated benefits to the First Boston Corp., as well as to plaintiff, involved a conflict of interest so contrary to public policy as to render the alleged agreement null and void."

Mr. O'MAHONEY. I should add, however, that there is stated here under paragraph (C) of the defense: "Any contract"—I am now quoting from the Atomic Energy Act of 1954—"Any contract hereafter entered into by the Commission pursuant to this section shall be submitted to the Joint Committee"—That is the Joint Committee on Atomic Energy of Congress—of the Senate and of the House—"shall be submitted to the Joint Committee and a period of 30 days shall elapse while Congress is in session (in computing such 30 days, there shall be excluded the days on which either House is not in session because of adjournment for more than 3 days) before the contract of the Commission shall become effective: *Provided, however,* That the Joint Committee, having received the proposed contract, may by resolution in writing, waive the conditions of all or any portion of such 30-day period."

That is the end of the quotation from the law.

Now the Department of Justice:

"In November 1954, the alleged agreement was submitted to the Joint Committee on Atomic Energy of the Congress which by resolution purported to waive all of the 30-day waiting period. The submission, in November 1954, of the alleged agreement to the Joint Committee and the action taken by said committee in that month with respect thereto was not in compliance with the provisions of the act."

Then were set forth the reasons.

So the Department of Justice is the authority for the statement that the waiver by the Joint Committee was not in accordance with the law either. That action in November 1954, was not the action of the Congress which was elected in 1954; it was the action of the Congress which was elected in 1952, when members of the party who now, save for two excellent exceptions, are absent from the Senate floor while this matter is being discussed were in control of Congress. I am not surprised that they do not like to hear facts of this kind; just as I am not surprised that Admiral Strauss, the nominee for the position of Secretary of Commerce, did not want to answer questions which were propounded to him by the subcommittee of the Committee on the Judiciary.

Mr. President, I can show to my auditors that portion of the record of the hearings of the Committee on the Judiciary in which the Director of the Bureau of the Budget, Mr. Rowland Hughes, testified. He