line as hard as we could to support and help them, and as Americans, I know we are proud, as we ought to be proud, of that splendid force and the achievements that they have placed upon the record, of American history.

Mr. HENDERSON. Mr. President, on January 20 I sent to the desk an amendment to House bill 13274. Yesterday the Senate of Arkansas (Mr. POMMEREN) is detained by illness. Mr. KENYON. I wish to announce that the senior Senator from Nebraska (Mr. NOYES) is absent on official business. The PRESIDING OFFICER. Sixty-one Senators having answered to their names, there is a quorum present.

Mr. CURTIS. Mr. President, I suggest the absence of a quorum. Mr. KENYON. I wish to announce that the Senator from Nebraska (Mr. NOYES) is absent on official business.

The PRESIDING OFFICER. The absence of a quorum is suggested. The Secretary will call the roll.

Mr. SUTHERLAND. My colleague, the senior Senator from West Virginia (Mr. GOIT), is absent on account of illness. Mr. SAULSBURY. I desire to announce that the senior Senator from Maryland (Mr. SMITH) is detained by illness.

Mr. KENYON. I wish to announce that the Senator from Nebraska (Mr. NOYES) is absent on official business. The PRESIDING OFFICER. Sixty-one Senators having answered to their names, there is a quorum present.

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The Senate, as in Committee of the Whole, resumed the consideration of the bill (H. R. 13274) to provide relief where formal contracts have not been made in the manner required by law.

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determine issues informally. It shall be the duty of the Secretary of War to furnish to the commission such evidence, documents, or papers as the Secretary may deem necessary and as the commission may request. The commission is authorized, in its discretion, to direct the manner of its proceedings, or to receive such evidence, documents, or papers as it may require.

The commission shall make its report to the Senate, together with its recommendations and determinations. The report shall be made within such period as the commission shall determine, and shall be in such form as the Senate shall require.

SEC. 3. That nothing in this act contained shall be construed to relieve any officer or agent of the Government from liability in any suit where the claim is based on any contract or agreement, made, executed, or performed by the Government, where the contract or agreement is declared to be invalid or void, as a result of fraud, duress, or any other unlawful act.

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The PRESIDENT OF THE SENATE (Mr. New in the chair). The amendment will be stated.

The PRESIDING OFFICER (Mr. New in the chair). Without objection, the Secretary will read as requested.

Mr. McKellar. That is the provision that is in the Hitchcock amendment, and it should be inserted here. I think one of the great profits which might accrue to a contractor by reason of the validation of a contract or a contract that can not be canceled should be paid, but there are certain contracts which, I understand, have been made by the Secretary of War—verbal agreements, probably some of them agreements by letter—that give them an advantage. I do not think determining such claims to find and determine whether any of such officers or agents had, or by the award or finding thereof and duly recorded or granted, or any contract entered into in whole or in part, according to the terms and conditions thereof, and the award or finding thereof, as made for and made and executed in accordance with the terms and conditions thereof, as made under the provisions of section 6 of this act. And it shall be the duty of the Secretary of War to determine such claims to find and determine whether any of such officers or agents had interest in or by the award or finding thereof and indirectly interested in such contract.

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The PRESIDENT OF THE SENATE (Mr. New in the chair). Without objection, the Secretary will read as requested.

The Secretary (Mr. McKELLAR). I ask to have the amendment again reported.

The PRESIDING OFFICER (Mr. New in the chair). The amendment will be stated.

Mr. McKellar. Take one illustration. I understand that in some cases the Government of the United States has insisted that a contractor shall go ahead and use patents that had been obtained and issued in the names of other parties, and that the Government would stand behind the contractors to defend them against any proceedings that might be instituted to recover royalties or any other such rights. I think the Senator's amendment goes to an extent that it would preclude recovery in cases of that kind.

Mr. McKELLAR. I do not think so. If the Senator will look at pages 10, 11, and 12, I think he will find the language there is sufficient to include the objects which the Senator suggests. It provides for remuneration. It requires the Government to make 'remuneration for expenditures necessarily incurred in preparing to perform said contract or order,' not to exceed the amount actually spent.

Mr. FRELINGHUYSEN. Will the Senator from Tennessee suffer an interruption?

The PRESIDING OFFICER. Does the Senator from Tennessee yield to the Senator from New Jersey?

Mr. McKELLAR. I yield to the Senator.

Mr. FRELINGHUYSEN. Mr. President, I understand the effect of this amendment would be the same practically as section 6 of the Hitchcock bill.

Mr. McKELLAR. It merely includes the Secretary of War. It is the exact wording of the Hitchcock substitute, except that the words "the Secretary of War" are added for the purpose of making it apply to the Chamberlain bill.

Mr. FRELINGHUYSEN. Mr. President, I am not defending the validation of any unearned profits, nor do I believe that any of the great profits which might accrue to a contractor by reason of the validation of a contract or a contract that can not be canceled should be paid, but there are certain contracts which, I understand, have been made by the Secretary of War—verbal agreements, probably some of them agreements by letter—that give them an advantage. I do not think determining such claims to find and determine whether any of such officers or agents had interest in or by the award or finding thereof and indirectly interested in such contract.

Mr. McKELLAR. I think I have no objection to the first part of the amendment, but the latter part of the amendment is even broader than the Senator from Wisconsin argued for. I do not think it ought to be included in the bill.

Mr. McKELLAR. I merely includes the Secretary of War. It is the exact wording of the Hitchcock substitute, except that the words "the Secretary of War" are added for the purpose of making it apply to the Chamberlain bill.

Mr. McKELLAR. I think that is as far as it ought to go.

Mr. McKELLAR. I am not defending the validation of any unearned profits, nor do I believe that any of the great profits which might accrue to a contractor by reason of the validation of a contract or a contract that can not be canceled should be paid, but there are certain contracts which, I understand, have been made by the Secretary of War—verbal agreements, probably some of them agreements by letter—that give them an advantage. I do not think determining such claims to find and determine whether any of such officers or agents had interest in or by the award or finding thereof and indirectly interested in such contract.

Mr. McKELLAR. I only know that the Secretary of War states that some of those contracts have been made by reason of the fact that the department had to induce contractors to change their method of manufacture, to enlarge their plants, and that certain promises and assurances have been made to those contractors.

Now, I want this bill so written that it shall not repudiate those agreements; that those agreements may be adjusted either by the Secretary of War or by this proposed commission. A repudiation of any agreement of that character would involve the good faith of the Government when it has been pledged by and the interest of the Government.

I wrote to the Assistant Secretary of War, Mr. Crowell. I might say, if I am not encroaching too much on the Senator's time in this connection, the Assistant Secretary of War has given me a great deal of attention to the adjustment of these contracts, and he has accomplished a great deal in ascertaining the facts regarding them. Many of them are ready for settlement as soon as they are validated. In reply to my query, the Assistant Secretary of War sent me the letter which I hold in my hand, in regard to section 6 of the Hitchcock bill, which is practically the same in effect as the amendment proposed by the Senator from Tennessee [Mr. McKellar]. I desire to ask the Secretary to read this letter, if the Senator from Tennessee has no objection.

The PRESIDING OFFICER (Mr. WOOLCOTT in the chair). Without objection, the Secretary will read as requested.

The Secretary read as follows:

WAR DEPARTMENT,
OFFICE OF THE ASSISTANT SECRETARY,
May 10, 1919.

Hon. Joseph S. Frelinghuysen,
United States Senate, Washington, D. C., January 25, 1919.

Mr. DEAR SIR: You have asked my views as to the effect of section 6 of the Hitchcock bill. It provides that the commission, having complete jurisdiction over the adjustments of all contracts, valid and invalid, entered into by the War Department for war supplies which are not contracts to cancel, or contracts for the cancellation of, or the termination of hostilities. Section 6 provides that neither the United States nor the Contract Commission shall be held liable in such cases for any profit to the contractor other than as goods and services were actually delivered. It provides for expenses necessarily incurred in preparing to perform the contract which may have been employed large amounts of his capital and months of hard work upon the work in progress, he is to be permitted no reward whatever for such use of his capital and for such services where the coa
tract is terminated before the actual delivery of supplies. In the event that any supplies are delivered his reward is limited to that part of his capital and services which go to the completion of those supplies. This limitation of the use of that part of his capital and his services which are embodied in work in process, the completion of which is abandoned at the option of the contractor for a certain percentage of the cost to the contractor of materials, unfin-
ished work in process, and additional payments made by the lending parties, is in accordance with the practice of many foreign governments and with the citizens of foreign countries, and would cast a reflection upon the good name of this Government, which I believe Congress would reject this departure.

As to contracts in this country, the standard termination clause in usual contracts is one providing for cancellation of a contract for a certain percentage of the cost to the contractor of materials, unfinished work in process, and additional payments made by the lending parties, on the contractor and on hand, which are in compliance with provisions of the contract and specifications. One such clause is contained in the contract which I have referred to. So far as that clause is limited to those cases in which the contracts are defective or the orders are informal. The House bill, like my own bill, only covers those cases in which the order to contract a certain amount of work where it has been undertaken by contractors on the faith of receiving a contract in this form and where the armistice has interposed to prevent its actual execution. Very truly yours,

BENEDICT CROWELL

The Assistant Secretary of War, Director of Munitions.

Mr. HITCHCOCK. Mr. President—

The PRESIDING OFFICER. Does the Senator from Tennessee yield to the Senator from Nebraska?

Mr. McKellar. I yield to the Senator.

Mr. HITCHCOCK. The Assistant Secretary of War is mistaken when he refers to my bill as covering legal contracts. One provision which is proposed by the chairman of the committee that mine is limited to those cases in which the contracts are defective or the orders are informal. The House bill, like my own bill, only covers those cases in which the order to contract a certain amount of work where it has been undertaken by contractors on the faith of receiving a contract in this form and where the armistice has interposed to prevent its actual execution. Very truly yours,

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Mr. HITCHCOCK. Mr. President—

The PRESIDING OFFICER. Does the Senator from Tennessee yield to the Senator from Wisconsin?

Mr. McKellar. I yield to the Senator.

Mr. HITCHCOCK. I yield to the Senator.

Mr. McKellar. I yield to the Senator from Wisconsin, who has some suggestion to make about the matter I believe.

Mr. LENROOT. Mr. President, may I ask the Senator if he does not know whether or not the Assistant Secretary of War, who is a very fine gentleman, is a lawyer; but if he is, he has very incorrectly interpreted the meaning, as I believe, of the words in section 6 of the contract which was made. Because I think the words in section 6 do not apply to any contract executed in compliance with all statutory requirements.

Mr. McKellar. Mr. President, I wish to make a statement with reference to the letter written by the Assistant Secretary of War and do not agree with it. I do not know whether or not the Assistant Secretary of War, who is a very fine gentleman, is a lawyer; but if he is, he has very incorrectly interpreted the meaning, as I believe, of the words in section 6 of the contract which was made. Because I think the words in section 6 do not apply to any contract executed in compliance with all statutory requirements. Mr. President, I wish to make a statement with reference to the letter written by the Assistant Secretary of War and do not agree with it. I do not know whether or not the Assistant Secretary of War, who is a very fine gentleman, is a lawyer; but if he is, he has very incorrectly interpreted the meaning, as I believe, of the words in section 6 of the contract which was made. Because I think the words in section 6 do not apply to any contract executed in compliance with all statutory requirements.

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Mr. McKellar. I understand that situation.

Mr. FRELINGHUYSEN. Possibly the Senator is correct.

Mr. McKellar. I understand that situation.

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Mr. FRELINGHUYSEN. Possibly the Senator is correct.
Does the Senator believe that that contractor should be prohibited from receiving his profits on that million dollars of cloth when he has bought the materials and put the machinery in his plant?

Mr. McKELLAR. Let me see if I understand the Senator. If I understand the Senator correctly, I most certainly do believe that the Secretary of War ought not to permit any such possible profits to be allowed to the contractor.

Let us suppose that a manufacturer has put up $5,000 worth of machinery on a very large order and it is only out the $5,000, and that much of the machinery can be used by the contractor, as shown by the facts, and if he had carried out his entire contract with the Government he would have had half a million dollars of profits.

Does the Senator not see that where the law sought to have a contract made that contract would permit this contractor on an expenditure of $5,000 for machinery which he still owns to reap from the Government $500,000 of possible or expected profits? If that is not right, then I must emphatically say I do not agree to any such proposition.

Mr. FRELINGHUYSEN. Of course, the Senator has inflated the figures somewhat, but I do not mean to assume that at all. I mean that when the Secretary of War has given a contractor the assurance that he will make certain profits by giving him a quantity order, and he has expended for machinery or for changes in his mill an amount of money practically in excess of what is necessary to manufacture the goods and supplies delivered to and accepted by the Government, he has a claim on the part of the Government to have a reasonable profit on those goods and supplies delivered to and accepted by the Government.

Mr. CHAMBERLAIN. No, no; the Senator misinterprets the language.

Mr. McKELLAR. Oh, yes; the Senator misinterprets the language.

Mr. CHAMBERLAIN. Beyond the goods and supplies delivered to and accepted by the United States.

Mr. CHAMBERLAIN. Certainly.

Mr. McKELLAR. That is one, and what else? Why?

A remuneration for expenditures necessarily incurred in performing said contract or order—

Mr. McKELLAR. That takes in the Senator's words.

Mr. CHAMBERLAIN. I beg the Senator's pardon. The first part of his provision provides only for the reimbursement of the contractor for the goods actually manufactured, delivered to, and accepted by the United States.

That latter part of this section to which the Senator calls attention has reference to the expenditures made by a man to increase his plant, for instance; and if the Senator is looking to the protection of the Government, he must not the Government by that last provision. Why?

Support a manufacturer or contractor has gone to work and spent a million dollars in the enlargement of his plant. That has been necessary to carry out the contract that he had with the Government. Now, then, the Government cancels his contract. He has not used or utilized the extended plant, and the Government knows he has put all of it, notwithstanding there may be a very large salvage. Now, there is the instance where the Government is imposed upon, and in the first part of it the contractor is imposed upon.

Mr. McKELLAR. Oh, yes; the Senator misinterprets the language.

Mr. CHAMBERLAIN. No, no; the Senator misinterprets the language.

Mr. McKELLAR. There is not any difference between the Senator and myself on that subject. If the Senator will read this provision carefully and give it the care that he usually does, he will find that there is no such language as that. There is no provision referring to prospective or possible profits. It refers to daydreams of contractors—a man who has a contract of $100,000 and expects to make a million dollars out of it, especially if he has not done the work. It just does away with that kind of thing; but it does not prevent the contractor from getting the profits to which he is entitled.

Mr. POMERENE. Suppose, as a matter of fact, a concern is manufacturing cannon. They have to go through many processes, and I understand, do not know anything about the manufacture of them. They may have their shops filled with cannon that are half completed. They have not been delivered or accepted by the Government. They are there in an uncompleted state. The material of the contractor is in them, and a large part of his labor is in them. Now, it does seem to me that the contractor ought to be allowed a reasonable profit upon that work and material, even if the goods have not as yet been delivered or accepted by the Government.

Mr. McKELLAR. There is not any difference between the Senator and myself on that subject. If the Senator will read this provision carefully and give it the care that he usually does, he will find that there is no such language as that. There is no provision referring to prospective or possible profits. It refers to daydreams of contractors—a man who has a contract of $100,000 and expects to make a million dollars out of it, especially if he has not done the work. It just does away with that kind of thing; but it does not prevent the contractor from getting the profits to which he is entitled.

Mr. POMERENE. It does not on the goods which are delivered, but it does prevent his getting any profits on the goods that are only half completed. That is my objection.

Mr. McKELLAR. Oh, no; it is only prospective or possible profits. That is all it refers to.

Mr. POMERENE. I think the Senator is wrong.

Mr. CHAMBERLAIN. The PRESIDING OFFICER. Does the Senator from Tennessee yield to the Senator from Iowa?

Mr. POMERENE. I yield to the Senator from Iowa.

Mr. McKELLAR. Just one moment. Let me reply to the Senator from Oregon just for a moment. I will read the language:

"Prospective or possible profits on any part of the contract beyond the goods and supplies delivered to and accepted by the United States, and—"

In addition to that—

"a remuneration for expenditures necessarily incurred in preparing to perform said contract or order to such contractor which shall have been necessary to carry out the contract that he had with the Secretary of War shall not be included in the award, whether by the Secretary of War or by the Board of Claims."
both in regard to the committee amendment and in regard to the proposed Hitchcock amendment:

Is it the purpose of the proposer of the amendment to put those who have entered into contracts or partial contracts with the Government in precisely the same situation or condition as though the acts which had been performed by both parties had been performed between private individuals and allow the individual to recover from the Government the damages or losses upon recognized principles of the law which could be

recovered if the same things had been done between two persons instead of between a person and the Government? If the Senator from Tennessee will explain that to me, I shall be a good deal better able to follow the Senator's argument and reach a conclusion as to which one will be most equitable.

Mr. MCKELLAR. Mr. President, I shall take great pleasure in giving the Senator my views.

Generally speaking, that is the purpose of both bills. They

cannot be put in the same position as those who have valid contracts. To illustrate what I mean, the greater portion of these properly signed contracts are contracts without any cancellation clause at all. A grosser piece of negligence can hardly be imagined. Here we have given unlimited sums of money to the departments to furnish lawyers, and how, even by accident, a cancellation clause could have been left out of the contracts it is difficult to see.

Mr. CHAMBERLAIN. Mr. President, let me make this statement to the Senator about that: The Secretary advises me that a great many of the contracts made prior to the 1st of January are without the cancellation clause in them, but that since that time all of them have.

Mr. MCKELLAR. Well, that is not the proof before our sub-committee; that is all I can say. The proof before our sub-committee is the comparatively few of the valid contracts have the cancellation clause.

Mr. CUMMINS. I will ask the Senator to make that just a little clearer to me about the cancellation. Does the Senator mean the actual contract that would permit the termination of the contract without any damages?

Mr. MCKELLAR. Oh, no; providing for the damages and providing the conditions and methods of procedure and all the things that would put it on an exact equality with the good contract, the properly executed contract, that has no cancellation clause; so we cannot put them back exactly as they were. It is impossible to do that. What is proposed by both bills, however, is to give the contractor the same situation or condition that is prepared by a lawyer there is a cancellation provision, as every lawyer knows. As I say, it is absolutely inconceivable to me why they were not in all the contracts; but they are not, and we need not bother about the water that has passed the mill.

I might say to the Senator right there that, of course, any validating of a contract that has a cancellation clause in it but is improperly signed would not put it on an exact equality with the good contract, the properly executed contract, that has no cancellation clause; so we cannot put them back exactly as they were. It is impossible to do that. What is proposed by both bills, however, is to give the contractor the same situation or condition that is prepared by a lawyer there is a cancellation provision, as every lawyer knows. As I say, it is absolutely inconceivable to me why they were not in all the contracts; but they are not, and we need not bother about the water that has passed the mill.

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Mr. CUMMINS. I am not speaking about the law. Let the
law come as it will; it will be administered either by the com-
misson or by the court. Mr. MCKELLAR. If we give the commission the right to
consider prospective or possible profits our action is final. I
want to leave it where the law is, and that is what this section
does. It puts them exactly where the law leaves them and
where the other side is.
Mr. CUMMINS. You can not put them above the law.
Mr. MCKELLAR. But we can prepare a law especially for
them, and if the Senate strikes out section 6 and we adopt the
provision of the Chamberlain amendment, then there will be a special law in their
favor so far as possible or prospective profits are con-
cerned.
Mr. CUMMINS. Where is that found? I am asking purely
for information. Whether we make a special law for the re-
cover very wide distinction between the two classes of
profits and unliquidated damages, it will be absolutely good
under this provision.
Mr. MCKELLAR. In the Hitchcock amendment, which is much
more radical, there is nothing anywhere requiring the commission or the
contractor to hear the case and render final judgment in such sum as may be required t
reimburse the contractor for expenses necessarily incurred in good faith in the partial performance of the contract or order above referred to.

I do not think provision is made for profits in either of these
measures. Therefore I can not see that there is any reason for
negliging something that is not foreclosed for elsewhere.
Mr. MCKELLAR. The Senator makes the same mistake that
other Senators have made. This section does not apply to profits at all; it applies only to prospective and possible profits, and there is no wise distinction between the two classes of
profits, as we all know.
Mr. FLETCHER. In the authority given elsewhere in the
bill, there is nothing anywhere requiring the commission or the
Secretary of War to allow profits. That is the point the Senator from Iowa makes. I also want to ask the Senator this question: He referred frequently in his remarks to the Hitchcock amend-
ment. He has reference to the bill proposed by the Senator from Nebraska, Mr. Hitchcock?
Mr. MCKELLAR. Have I?
Mr. FLETCHER. The bill that is about to be offered as a
substitute?
Mr. MCKELLAR. Yes.
Mr. FLETCHER. May I ask the Senator, if he has reference
to that, whether section 6 of that amendmenit covers what is
offered in the other bill?
Mr. MCKELLAR. Of course it does, and what we are doing
now is trying to perfect the Chamberlain amendment.
had just as good a contract as the one referred to by the Senator from Indiana [Mr. New]; but when he found out the monstrous proposition there was in the purchase of 25,000 bath-tubs, funnel ware, zinc, and closets, and everything of that sort, what happened? Where they are going to put them in the Army it is difficult to find. I do not know where so many could have been used. But here was a great company. It had bath-tubs andfunnel ware agents sufficient for the Armament; it had its agents selling them to the Government. Gentlemen, that is the proof. Look in part 2 of the hearings and you will find the proof of this very thing that I say. Now, had we not better put just a little hold on these boys who are setting up these cases?

Mr. CUMMINGS. Those contracts ought not to be validated at all.

Mr. McKELLAR. Certainly it ought not to be validated so as to allow the president of this company may consider it a prospective or possible profit out of it.

Mr. CALDER. Will the Senator yield to me?

Mr. McKELLAR. I promised to yield to the Senator from New Jersey and now I will yield to the Senator from New York. Indeed, I am ready to yield the floor.

Mr. FRELINGHIJUSSEN. I say to the Senator from New York that I shall take only a moment. The Senator from Tennessee has clearly stated his definition of the amendment in regard to certain cases that have come under his observation which clearly are contracts that should never have been made. I have very little knowledge of contract law. The Senator, who is a lawyer, is a Secretary of the Government, and the section does not protect the contractor against liability.

As I stated before, I am very anxious to avoid any injustice by inserting in the act any phraseology which will repudiate any honest contract made by the Government.

Mr. McKELLAR. I have not mentioned the Senator has.

Mr. FRELINGHIJUSSEN. Now, I will put a concrete case, and I would very much like to have the Senator's opinion as to whether his amendment will not practically repudiate this honest contract made by the Government.

Mr. McKELLAR. I shall be glad to give the Senator any information I can.

Mr. FRELINGHIJUSSEN. A by-product coke manufacturing concern was solicited by the War Department to add its plant and additional equipment in order to increase for the Government the supply of tolnol and ammonium.

Mr. McKELLAR. I am familiar with that class of contracts.

Mr. FRELINGHIJUSSEN. The business of the company in normal times did not need the additional equipment, and it was unwilling to expend the money required for this addition unless it was secured by a contract for the sale of these products, which were merely by-products in its coke production. The War Department insisted on this condition whereby the concern obligated itself to build additional ovens and sell its entire output of tolol and ammonium to the Government for the period of two years.

The section provided for a provision authorizing the War Department to cancel the contract at any time, in which event it agreed to pay the producer for the balance of the term of the contract the difference between the contract price and the amount which the producer would realize on the market for such product. The manufacturers decided that if they had a sale of these products for two years at the contract price, which was the standard price paid by the Government, they could take the business, and having a larger plant than they needed at the termination of the war.

Now, that was a two years' contract. It is canceled, and your provision provides that no unearned profits shall be paid—

Mr. McKELLAR. The Senator is mistaken about that. That contract was made in good faith, and it was not canceled.

Mr. FRELINGHIJUSSEN. It provides what profits shall be made. They are fixed in the contract. Of course those profits will be allowed under the settlement. Under section 6 there is no doubt in the minds of some as to what that section means. I agree substantially with what the Senator says it means, and I wonder if he will be willing to insert this language in the section.

Mr. McKELLAR. There have been some insertions already made, but let the Senator state it.

Mr. CALDER. After the words "United States," in line 10, insert "or ready for delivery or in process of manufacture."

Mr. McKELLAR. I am inclined to think that that would be a proper amendment; I have no objection to it. If the Senator will offer it, I will accept it.

Mr. CALDER. I will make an inquiry of the Senator.

Mr. McKELLAR. I make the same reservation about curbstone opinions that I made to the Senator from New Jersey. In the case of the manufacture of the war material, let us recollect that the Senator from Tennessee, who is a distinguished lawyer, and there is every indication that he has given much thought to this particular provision. I am disposed to agree with the Senator in many of the provisions of the amendment, but the talk by both sides of the Chamber indicates that there is some doubt in the minds of some as to what section 6 means. I agree substantially with what the Senator says it means, and I wonder if he will be willing to insert this language in the section.

Mr. McKELLAR. That is the proof. Look in part 2 of the hearings and you will find the proof of this very thing that I say. Now, had we not better put just a little hold on these boys who are setting up these cases?

Mr. CUMMINGS. Those contracts ought not to be validated at all.

Mr. McKELLAR. Certainly it ought not to be validated so as to allow the president of this company may consider it a prospective or possible profit out of it.

Mr. CALDER. Will the Senator yield to me?

Mr. McKELLAR. I promised to yield to the Senator from New Jersey and now I will yield to the Senator from New York. Indeed, I am ready to yield the floor.

Mr. FRELINGHIJUSSEN. I say to the Senator from New York that I shall take only a moment. The Senator from Tennessee has clearly stated his definition of the amendment in regard to certain cases that have come under his observation which clearly are contracts that should never have been made. I have very little knowledge of contract law. The Senator, who is a lawyer, is a Secretary of the Government, and the section does not provide for liability.

As I stated before, I am very anxious to avoid any injustice by inserting in the act any phraseology which will repudiate any honest contract made by the Government.

Mr. McKELLAR. I have not mentioned the Senator has.

Mr. FRELINGHIJUSSEN. Now, I will put a concrete case, and I would very much like to have the Senator's opinion as to whether his amendment will not practically repudiate this honest contract made by the Government.

Mr. McKELLAR. I shall be glad to give the Senator any information I can.

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Mr. McKELLAR. I make the same reservation about curb-stone opinions that I made to the Senator from New Jersey. In the case of the manufacture of the war material, let us recollect that the Senator from Tennessee, who is a distinguished lawyer, and there is every indication that he has given much thought to this particular provision. I am disposed to agree with the Senator in many of the provisions of the amendment, but the talk by both sides of the Chamber indicates that there is some doubt in the minds of some as to what section 6 means. I agree substantially with what the Senator says it means, and I wonder if he will be willing to insert this language in the section.

Mr. McKELLAR. That is the proof. Look in part 2 of the hearings and you will find the proof of this very thing that I say. Now, had we not better put just a little hold on these boys who are setting up these cases?
The question is on the adoption of the amendment offered by the Senator from Wisconsin to the amendment of the committee.

Mr. FLETCHER. I agree with the Senator, but I think the language is a little unfortunate in that it seems to provide for remuneration for profits on expenditures.

Mr. LENROOT. Let me read it as it stands, and then if the Senator thinks so I shall be glad to accept an amendment to it to make it clear:

"And a remuneration, which may include a reasonable profit, for expenditures necessarily incurred in preparing for or performing the service or labor, or for expenditures or liabilities necessarily incurred in performing or preparing to perform said service or labor under said contract, which may include a reasonable profit for expenditures necessarily incurred in preparing for or performing said service or labor under said contract, shall be paid to the Secretary of War for and on behalf of the United States."

Mr. FLETCHER. It might depend upon the punctuation. Do you put a comma after "remuneration"?

Mr. LENROOT. I have a comma after "remuneration" and one after "profit.""
Mr. CHAMBERLAIN. Mr. President, I am in accord with the distinguished Senator from Oregon, whom I have very dearly, and when I am not in accord with him I regret exceedingly that he is wrong.

Mr. POMERENE. Mr. President, I have had serious doubts of that, and I think this matter has been studied by some constituents of mine who are especially interested in it, and I am disposed to take their view of it. I do not believe that the interests of subcontractors are protected by this proposed legislation as it now stands. If they will listen to me a little longer, and I shall be very glad, if the amendment shall not be adopted, to let the conferences work it out as they think it ought to be.

Mr. CHAMBERLAIN. I have no objection to that, Mr. President.

The PRESIDING OFFICER. The question is on the adoption of the amendment offered by the Senator from Ohio.

The amendment was agreed to.

Mr. FLETCHER. I propose to strike out the words "as determined by the Secretary of War," and to let the amendment end with the word "used."
subsequent paragraphs of the bill, where the claim is founded upon a mere request, it may be founded upon the kind of an agency I have suggested.

Mr. CHAMBERLAIN. I have no objection to the amendment.

Mr. LENROOT. I have another amendment.

The PRESIDING OFFICER. The amendment offered by the Senator from Wisconsin will be stated.

The Secretary. On page 8, line 12, it is proposed to strike out the words "or when the Secretary of War has not waived such noncompliance."

Mr. LENROOT. Mr. President, the contention has been made that the language of the bill would permit an appeal before doing justice in those cases in which a compliance has been waived. This will permit such an appeal.

The PRESIDING OFFICER. The question is on agreeing to the amendment offered by the Senator from Wisconsin.

The amendment was agreed to.

Mr. LENROOT. Mr. President, I have one more amendment to offer. I send it to the desk.

The PRESIDING OFFICER. The amendment offered by the Senator from Wisconsin will be stated.

The Secretary. On page 4, at the end of line 20, it is proposed to insert the following:

And provided further, That such waiver shall not validate such contract or procurement order in so far as any claim for unearned profits may be favored.

Mr. LENROOT. Mr. President, this is the matter that was discussed yesterday as to making valid a contract that had not been validly executed, and there was some little discussion here as to whether the validation of such a contract would not give the contractor a valid, legal claim to all unearned profits. I offer this amendment, which is in harmony with the one which has already been adopted by the Senate.

The PRESIDING OFFICER. The question is on the amendment offered by the Senator from Wisconsin.

The amendment was agreed to.

Mr. CHAMBERLAIN. Mr. President, I offer the amendment which I send to the desk.

The PRESIDING OFFICER. The amendment offered by the Senator from Wisconsin will be stated.

The Secretary. On page 6, after the word "procure," it is proposed to strike out "or aid in procuring the same," so as to make the amendment.

Mr. LENROOT. That is to cover the objection made by the Senator from Iowa (Mr. Cummings) on yesterday.

Mr. CHAMBERLAIN. I have no objection to that amendment, Mr. President.

Mr. LENROOT. I will merely state the purpose of the bill. It as it now stands does not provide for an appeal to the commission upon a mere request, it may be founded upon the kind of an agency I have suggested.

The PRESIDING OFFICER. The amendment offered by the Senator from Wisconsin will be stated.

The Secretary. On page 8, line 17, after the word "requirements," it is proposed to insert "or compliance has been waived as herein provided."

Mr. LENROOT. That is to cover the objection made by the Senator from Iowa (Mr. Cummings) on yesterday.

Mr. CHAMBERLAIN. I have no objection to that amendment, Mr. President.

Mr. LENROOT. Mr. President, the amendment is intended to give the Secretary of War, and afterwards the commission, the opportunity to do justice in those cases in which a compliance has been waived.

Mr. McKELLAR. On what page and line, may I ask the Senator, does the amendment come in? My attention was temporarily diverted.

Mr. CUMMINS. On page 5, line 3, after the word "form," it is akin to an amendment offered by the Senator from Wisconsin (Mr. Lenroot) and is necessary to complete it.
Mr. McKELLAR. Mr. President, I think all sides to this contract controversy have ignored the House bill, which was sent over here to us to be considered. A careful perusal of that bill shows that it contains some very good provisions, and one especially that goes in this bill. I am going to offer an amendment, which I will read, because, in the form in which it is found, I believe I can read it better. After the word "thereof," in line 12, on page 12, I move to insert the following:

And provided further, That no settlement of any claim arising under any such agreement shall bar the United States Government through any authorized officer or agent of the Government, to any part under any settlement entered into, or payment made under the provisions of this bill, nor shall it relieve any officer or agent of the Government, of any money paid under any such agreement, or any party or parties; And provided further, That nothing in this act shall be construed to relieve any officer or agent of the United States from criminal prosecution under the provisions of any statutes of the United States for any fraud or criminal conduct.

Mr. CHAMBERLAIN. May I ask the Senator whether he proposes his proposed settlement, under the provisions of this act shall bar the United States Government, through any authorized officer or agent of the Government, to any part under any settlement entered into, or payment made under the provisions of this bill, nor shall it relieve any officer or agent of the Government of any money paid under any such agreement, or any party or parties.

Mr. McKELLAR. It ought to be "this act." The Secretary (reading)—

That no settlement of any claim arising under the provisions of this bill shall bar the United States Government, through any authorized officer or agent of the Government, to any part under any settlement entered into, or payment made under the provisions of this bill, nor shall it relieve any officer or agent of the Government of any money paid under any such agreement, or any party or parties; And provided further, That nothing in this act shall be construed to relieve any officer or agent of the United States from criminal prosecution under the provisions of any statutes of the United States for any fraud or criminal conduct.

Mr. CHAMBERLAIN. Why no. Why should it?

Mr. McKELLAR. I am going to ask the Senator now to give his attention to the language. Page 12, line 23, after the word "thereon," I move to insert the following:

"Suppose a claim has been adjusted and liquidated under the provisions of this bill; will it not still be open to review before the payment has been made?"

Mr. McKELLAR. The amendment only applies in cases of fraud. By the way, the third proviso should be added to this. I am going to ask unanimous consent in a moment that it shall be added. This section applies only to cases of fraud. Where there has been but fraud by the Government, it is not precluded by such settlement if it is fraudulently made.

Mr. CHAMBERLAIN. There may be some doubt about the language.

Mr. McKELLAR. It is only about fraud; and, if there is any doubt, the Senator can fix it in conference.

Mr. CHAMBERLAIN. We can probably adjust it in conference.

Mr. McKELLAR. Yes. Mr. President, I ask unanimous consent to insert also the third proviso:

And provided further, That this act shall in no way relieve or excuse any officer or his agent from such criminal prosecution because of any irregularity or illegality in the manner of the execution of such agreement.

The PRESIDING OFFICER. The Senator does not need unanimous consent for that. The amendment has not yet been adopted. It is the Senator's amendment.

Mr. McKELLAR. I move, then, that that be added to the amendment. I perfect the amendment by adding that.

The PRESIDING OFFICER. The amendment as modified by the Senator from Tennessee, as modified, is the amendment of the committee.

The amendment, as modified, to the amendment of the committee was agreed to.

Mr. McKELLAR. I will accept that amendment. Mr. McKELLAR. Strike out the words "such agreement." Mr. McKELLAR. I will accept that amendment; and I desire to ask unanimous consent that I may add the second proviso as well:

And provided further, That nothing in this act shall be construed to relieve any officer or agent of the United States from criminal prosecution under the provisions of any statutes of the United States for any fraud or criminal conduct.

The PRESIDING OFFICER. The amendment as modified was agreed to.

Mr. McKELLAR. I will accept that amendment; and I desire to ask unanimous consent that I may add the second proviso as well:

And provided further, That nothing in this act shall be construed to relieve any officer or agent of the United States from criminal prosecution under the provisions of any statutes of the United States for any fraud or criminal conduct.

The PRESIDING OFFICER. The Senator from New Jersey offers an amendment to the amendment which will be stated.

Mr. McKELLAR. I perfect the amendment by adding that.

Mr. McKELLAR. The amendment is inserted in the following words: "Open any award or finding thereon according to the justice and equity thereof, so that if amended it will read:" And make its award or finding thereon according to the justice and equity thereof.

The amendment to the amendment was agreed to.

Mr. McKELLAR. I will accept the amendment which I send to the desk. The PRESIDING OFFICER. The amendment from New Jersey offers an amendment to the amendment which will be stated.

Mr. McKELLAR. I perfect the amendment by adding that.

The Secretary. It is proposed to add, as a new section, the following:

That the Secretary of the Interior be, and hereby is, authorized and directed to ascertain and determine the amount or amounts of money hereafter invested or contributed to be invested and obligated incurred by any and all persons and investors for producing or for the purpose of producing or preparing for production or acquiring products of the United States, to such the urgent, published, and evident needs of the Nation during the war, any ores, metals, minerals, or material. The amendment includes in an act of Congress approved October 5, 1918 (Public, No. 220), entitled "An Act to provide further for encouraging the production, conserving the supply, and controlling the distribution of those ores, metals, minerals, and materials which have been recently imported, or which have been reduced in our adequate supply;" the production of which was requested or demanded by the President of the United States. The amendment contains the following:

That no settlement of any claim arising under the provisions of this act shall bar the United States Government, through any authorized officer or agent of the Government, to any part under any settlement entered into, or payment made under the provisions of this act, nor shall it relieve any officer or agent of the Government of any money paid under any such agreement, or any party or parties; And provided further, That nothing in this act shall be construed to relieve any officer or agent of the United States from criminal prosecution under the provisions of any statutes of the United States for any fraud or criminal conduct.

Mr. McKELLAR. I perfect the amendment by adding that.
Mr. HENDERSON. Yes. That was in order to introduce the same amendment that was printed on the 20th of November to the Chamberlain bill and the Hitchcock bill, so as to perfect them, to be sure that it would be considered under whichever bill passed the Senate. However, I have no objection to the amendment going over, so as to explain it to-morrow.

Mr. CURTIS. Some of us have been very busy with committee meetings; and, as far as I am concerned, I have not had time to read the amendment offered by the Senator.

Mr. HENDERSON. I have no objection to the amendment going over until to-morrow.

Mr. CURTIS. If the members of the committee have read the amendment and are able to state to us what it contains, and what its effect will be, I am perfectly ready to vote upon it.

Mr. CHAMBERLAIN. Mr. President, I will say to the Senator that in view of the feeling of some of the Senators about the matter, I am going at the proper time to move that the Senate take a recess until to-morrow at 12 o'clock.

Mr. HITCHCOCK. Before the Senate takes that motion I ask for a reprint of the bill showing the committee amendment in italics and the amendments adopted thereto in the Committee of the Whole printed in small capitals. I ask that the bill be reprinted and ready for the use of the Senate to-morrow morning.

Mr. CHAMBERLAIN. I join in that request.

The PRESIDING OFFICER. That order will be made, without objection.
the contractors all over the country as to their equipment, as to wide machinery, as to what character and how much of the equipment they had for dyeing and light and heavy goods, and then later I made a personal inspection of some of the plants in connection with the inspectors, the chief inspectors of the depot, master, and then I sent out lists asking quotations from all contracts to the textile manufacturers of the county, put out the material to the lowest bidder, considering, of course, their experience, their knowledge of handling this material, and apportioned out the business.

Senator McKellar. What has it done on the competitive basis?

Mr. Rice. It is not always.

Senator McKellar. What methods do you pursue? Do you let it to the lowest bidder?

Mr. Rice. I do, provided they are equipped properly and understand the business.

Senator McKellar. Can the dye operators of the country do all the Government business without any additional equipment?

Mr. Rice. Without any additional equipment.

Senator McKellar. How must you go to do it?

Mr. Rice. I consider. In fact, it has been so, and I believe it is so.

Senator McKellar. Why not the cheaper plan for the Government be to ask for sealed bids and give it to the lowest bidder who is responsible?

Mr. Rice. Of course, I do not know that I am correct on this, but my position is that I believe the dyeing and finishing business is somewhat different from advertising for a supply of boots and shoes, or even cotton goods, I know that the dyeing and finishing business especially, under present conditions and in such conditions as we have had during this war, is a large and a specialized business; you have to consider the personnel and the equipment, as to whether these firms are able to handle bleaching or dyeing—con account of varying cotton materials and chemicals and dyestuffs and the various manufacturers of chemicals and

Senator McKellar. But, at the same time, Mr. Rice, the manufacturing concerns which advertise for business would advertise in the same manner that you consider the personnel and the equipment, as to whether these firms are able to handle bleaching or dyeing—account of varying cotton materials and chemicals and dyestuffs and the various manufacturers of chemicals and

Mr. Rice. I think so.

Senator McKellar. The Southbridge Printing Co.?

Mr. Rice. Yes; I think so.

Senator McKellar. And the same thing is true of Mr. Bailey. I am talking to you, to these plants having been less fortunate than you both came down here, as I believe, as dollar-a-year men, and that you were connected with these firms.

Mr. Bailey. Yes; I think so.


Mr. Bailey. Yes; I think so.

Senator McKellar. He was on the cotton-goods committee of the Council of National Defense.

Mr. Bailey. Yes; I was on the cotton-goods committee of the Council of National Defense.

Senator McKellar. That is, of the old Council of National Defense?

Mr. Bailey. Yes.

Senator McKellar. How long did he serve with that committee?

Mr. Bailey. He served from April until June. I am speaking from my knowledge.

Senator McKellar. Now, those are the practical questions that confront you gentlemen here this morning. We want to be absolutely fair, now and, we want to protect the Government and we want to be fair to everybody, that is our opinion. We are not determined that that will be fair, and such that no man can say that the Government's agent is not a fair agent to the Government business.

Mr. Rice. I think you will always have that.

Senator McKellar. Who is the Southbridge Printing Co.?

Mr. Rice. A concern at Southbridge, Mass. They have been in sulphur dying for the last two years or more.

Senator McKellar. Who owns it?

Mr. Rice. Mr. Schuster, Mr. Heyward, Mr. Saunders—James A. Saunders, H. A. Rice, and Mr. Myrick. Mr. Myrick and I had some stock in there.

Senator McKellar. Who is Mr. R. A. Rice?

Mr. Rice. He is a brother of mine.

Senator McKellar. He is still interested in it?

Mr. Rice. Of course. I do not know that I am correct on this, but he has no interest, I believe.

Senator McKellar. What amount of stock does he own?

Mr. Rice. I do not know the exact number of shares, but he had held some out as agent and broker and are receiving many contracts under it.

Senator McKellar. And the same thing is true of Mr. Bailey. I am talking to you, to these plants having been less fortunate than you both came down here, as I believe, as dollar-a-year men, and that you were connected with these firms.

Mr. Bailey. Yes; I think so.

Senator McKellar. What contract have you with Mr. Myrick about your firm business while you are down here?

Mr. Rice. None whatever. I sold out to Mr. Myrick. I resigned and

Senator McKellar. Your partnership was with Mr. Myrick?

Mr. Rice. Yes.

Senator McKellar. Who are the owners of that firm?

Mr. Rice. Mr. Rice and Mr. Myrick.

Senator McKellar. Would you object to stating upon what terms you have disposed of your interest in that concern?

Mr. Rice. Certainly; I will be glad to state. I sold out of the firm for $136,000 in 1917. We had a contract for 75,000 yards during the year, the total amounting to $20,000. The $15,000, of course, was for back contracts on commercial business; nothing whatever on any Government business.

Senator McKellar. When were those transactions; last March, before you came down here?

Mr. Rice. Last March; yes.

Senator McKellar. Was there any instance did you come?

Mr. Rice. Yes, at the request of Mr. Albert Scott and Mr. Miller Wilson.

Senator McKellar. What has become of Mr. Scott? What is he doing now?

Mr. Rice. I could not say. He is in Boston. I could not tell you just where he is now.

Senator McKellar. Mr. Scott was interested in nearly all these contracts, was he not?

Mr. Rice. I do not know that he had large interests in them?

Senator McKellar. No; sir; I did not know about any it. In fact, I had never met Mr. Scott before.

Senator McKellar. Mr. Scott, I do not believe, had any interest in any of these competing plants, but he had interests in all the cotton manufactorys, or was represented in them.

Mr. Rice. Yes.

Senator McKellar. That is neither here nor there. It does not make any difference.

Mr. Rice. Yes. Of his firm, Lockwood Green was agent for three or four or five cotton mills.

Senator McKellar. Now, what dyeing concerns among those you have ever represented or was represented in them, was Mr. Rice?

Mr. Rice. On the commercial business only, the Martin Dyeing & Finishing Co. We never had anything to do with Government business.

Senator McKellar. The Martin Dyeing & Finishing Co. at Bridgeport?

Mr. Rice. Yes.

Senator McKellar. Where is he?

Mr. Rice. In New York City.

Senator McKellar. He represents the Martin Dyeing & Finishing Co. in what capacity?

Mr. Rice. I am representing the Martin Dyeing & Finishing Co. I am a representative of the Martin company on Government business only.

Senator McKellar. He never has been connected with the Government in any way?

Mr. Rice. No; not to my knowledge.

Mr. Bailey. Never.

Senator McKellar. Was he ever here in Washington?

Mr. Bailey. Never.

Senator McKellar. Did he work here for the Government at all?

Mr. Bailey. No, sir.

Senator McKellar. In an unofficial capacity?

Mr. Bailey. Oh, no. Mr. Bailey. Bailey is not a member of the cotton-goods committee of the Council of National Defense. Senator McKellar. That is, of the old Council of National Defense?

Mr. Bailey. Yes.

Senator McKellar. How long did he serve with that committee?

Mr. Bailey. He served from June until October, 1917. He resigned from recollection. He resigned very early from that.

Senator McKellar. Were you connected with this cotton-goods committee of the Council of National Defense, which had in charge these things?

Mr. Bailey. Yes. I was on the cotton-goods committee of the committee on supply, the subsidiary committee representing the industry.

Senator McKellar. Were you connected with the firms that your firm represented, Mr. Rice, besides the Martin Dyeing & Finishing Co.?

Mr. Rice. Yes; the Mansfield Bleachery, the Martin Dyeing & Finishing Co., and the Southbridge Pinning Co. and the Edgewater Dyeing & Finishing Co. of Philadelphia.

Senator McKellar. The Martin, the Mansfield, the Southbridge, the Edgewater & and the Mansfield? Mr. Rice. Yes; I think there are any others.

Senator McKellar. The Edgewater. I believe there were eight.
Also the following resolution:

**Senate resolution 423.**
Resolved, That the Senate expresses its profound sorrow in the death of Hon. William B. Bingham, late a Senator from the State of New Jersey.

Resolved, That as a mark of respect to the memory of the deceased, the Senate, in pursuance of an order heretofore made, assemble in the same manner as the President of the Senate, to pay proper tribute to his high character and distinguished public services.

Resolved, That the Secretary communicate these resolutions to the House of Representatives and transmit a copy thereof to the family of the deceased.

Resolved, That as a further mark of respect to the memory of the deceased the Senate do now adjourn.

**SEATNE BILL REFERRED.**
Under clause 2 of Rule XXIV, Senate bill of the following title was taken from the Speaker's table and referred to its appropriate committee.

**S. 4887.** An act making an appropriation for a sewer system at the Carson Indian School at Stewart, Nev.; to the Committee on Indian Affairs.

**THE RAILROADS.**
Mr. GARNER. Mr. Speaker, I want to insert in the Record some resolutions passed by the State Senate of Texas touching the railroad question.

The SPEAKER. Is there objection?
Mr. DENISON. Reserving the right to object, Mr. Speaker, while the gentleman states what is the nature of the resolutions?

Mr. GARNER. They express the opinion that the railroads ought to be turned back to the owners of them. If the gentleman wants to know the substance of it, that is what it is.

The SPEAKER. Is there objection?

Following are the resolutions referred to:

Whereas postwar and reconstruction conditions have brought these United States of America many problems of great import, and perhaps the one of greatest importance is the question of Government ownership of the railroads of the United States; and

Whereas our great democratic President, in whose wisdom we have every reason to confide, in his address to Congress on December 2, said:

"... and the great problem of the railroad, which causes me the greatest concern is the question of the policy to be adopted toward the railroads. I frankly turn to your counsel upon it ..."; and after making other illuminating statements on this subject, further said: "... let me say at once that I have no answer ready. The only thing that is perfectly clear to me is that the decision should be made either to the public or to the owners of the railroads to leave the question unanswered and that it will presently become my duty to relinquish control of the roads, even before the expiration of the statutory period, unless there shall appear some clear prospect in the meantime of a legislative solution. Their release would at least produce one element of its solution, namely, certainty and a quick stimulation of private initiative;" and

Whereas we feel that the Congress of the United States will, by being Independent, be better able to solve the problem and course of the problem, and recognizing the necessity, as expressed in the President's address, of early relinquishing control of the railroads as quickly as possible and the certainty of conditions that said release of the railroads by the Federal Government would immediately establish; therefore, be It

Resolved by the Senate of this the Thirty-sixth Legislature of the State of Texas, That we favor the roadsmen to their owners as immediately as it can be accomplished without confusion or losses; be it further

Resolved, That we believe and think private ownership under strong Government control and regulation in service, income, and dividends is desirable, and we do not believe Federal Government ownership at railroads is for the best interests of the people at this time; be it further

Resolved, That the secretary of the senate forward properly authenticated copies of this resolution to each United States Senator and Member of Congress from Texas for their consideration, and a copy to the chief clerks of the houses of representatives and the senate of each State.

**EXTENSION OF REMARKS.**
Mr. MONTAGUE. Mr. Speaker, I ask unanimous consent to extend my remarks in the Record by printing the letter of Chief Justice Taney, under date of February 16, 1863, known as his remonstrance against the imposition of an income tax upon judicial salaries, and also the opinion of Attorney General How in relation to the same. I do this for the benefit of the conferences of the House and the few lurking lovers of the Constitution throughout the country.

The SPEAKER. Is there objection?

There was no objection.

**ADMINISTRATION OF THE OVERMAN ACT.**
Mr. GOULD rose.

The SPEAKER. For what purpose does the gentleman from New York rise?
Mr. GOULD. I rise to make a privileged motion, Mr. Speaker. I move to discharge the Committee on the Judiciary from further consideration of House resolution 481.

Mr. GARNER. Mr. Speaker, is the gentleman recognized for that purpose?