Congress of the United States

House of Representatives Washington, D. C.

September 25, 1959

Mr. Bert Nelson Box 296 Los Altos, California

Dear Bert:

I thought you might get a kick out of the enclosed.

Please pardon the literary license taken in the final sentence. It strays from the facts a bit but makes a good story.

Cordially yours,

CSG/emg

Encl.

Detum

ON CAPITOL HILL WITH CHARLIE GUBSER
WEEKLY NEWS AND FEATURE COLUMN
FOR RELEASE: WEEKLIES AND P. M. DAILIES -- THURSDAY, OCTOBER 1, 1959

One of my constituents in Los Altos publishes a specialty magazine called "Track and Field News" and has also published a small book titled "Let's Eat Right to Keep Fit". Some time ago the government owned Panama Canal Company sent a purchase order and contract to the publisher ordering a single copy of the book at a cost of \$3.00. The paper work connected with this order is interesting.

Along with information that the order should be acknowledged immediately the publisher was instructed that on the day the book was shipped he should send five (5) typewritten packing lists showing gross and net weights. He was instructed to ship one original and four copies of the invoice bearing requisition and order numbers and to enclose a bill of lading.

The four pages of fine type in the accompanying contract attached a lot of conditions to the order such as applying the provisions of the Food and Drug Act if applicable and the Renegotiation Act. The latter law required a refund of part of the \$3.00 if the publisher made too much profit.

The contract went on to require my constituent to certify that in fulfilling his part of the bargain he did not discriminate because of race, religion, color, or national origin. It said the government could change terms that pertained to place and time of delivery and the method of shipment. It stated that any local taxes levied against the sale would have to be deducted from the purchase price and the government would issue an exemption certificate. If the local government didn't honor the certificate the extra cost would be the responsibility of my constituent. It stated further, that if any dispute arose over the terms of the contract the decision of the government official would be final unless an appeal was made within thirty days to the Secretary of Commerce.

To sell the \$3.00 book my constituent had to certify that it was "manufactured in the United States substantially from supplies mined, produced or manufactured in the United States". He also had to state that no member or delegate to Congress had a share or part in the contract or that no person received a commission or brokerage from the sale. He had to state that no employee worked over eight hours in any one day in producing the book and that if he did he received time and a half pay. Violation of this requirement would mean a penalty of \$5.00 for each day of underpayment. Finally the government had to be assured that no prisoner under sentence had anything to do with publishing the book.

I'd venture to say that the paperwork involved in this transaction was ten times the length of the book. It was so great that my publisher friend decided not to sell it.

He sent them a complimentary copy!