

87th Congress }
2d Session }

540
COMMITTEE PRINT

COMPENDIUM OF
STATEMENTS SUBMITTED BY REPRESENTATIVES
OF DOMESTIC AND FOREIGN SUGAR PRODUCERS
AND OTHER REPRESENTATIVES WHO EXPRESSED
INTEREST IN THE SUGAR ACT AMENDMENTS OF 1962

H.R. 12154

COMMITTEE ON FINANCE
UNITED STATES SENATE



JUNE 26, 1962

Printed for the use of the Committee on Finance

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WASHINGTON : 1962

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ELIZABETH B. SPRINGER, *Chief Clerk*

At the direction of the Chair the following telegram was sent to all representatives of foreign and domestic sugar producers who testified or submitted written statements during the public hearings on the Sugar Act Amendments of 1962, H.R. 12154; as well as other representatives who had indicated an interest in obtaining amendments thereto:

JUNE 23, 1962.

Request for the record by Tuesday morning, June 26, a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill.

*Mrs. Elizabeth B. Springer,
Chief Clerk, Senate Finance Committee,
New Senate Office Building, Washington, D.C.*

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DOMESTIC REPRESENTATIVES

DENVER, COLO., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.:

Responding your telegram of June 23 I represented the entire domestic sugar producing and refining industry, including my company and all other segments of the industry, at their request and on their behalf at 1962 hearings on sugar legislation before both the Senate Finance Committee and the House Committee on Agriculture. In so doing I had no agreement, understanding, or offer for any remuneration, fee, compensation, or payment of any kind to me and I did not receive nor will I receive any such payment.

The breadth of the representation I have just mentioned is shown by the fact that the domestic sugar units for which I was spokesman included beet sugar companies, beetgrowers associations, the American Sugarcane League, Florida Sugar Producers, the Hawaiian Sugar Planters Association, the Association of Sugar Producers of Puerto Rico, and the United States Cane Sugar Refiners Association.

For more than 25 years I have been president and the active chief executive officer of the Great Western Sugar Co., and its subsidiaries which now include the Great Western Railway Co., and Northern Ohio Sugar Co.

Because the nature and character of the U.S. sugar system is of critical importance to the thousands of farmers in 7 States from whom great western companies purchase sugarbeets, to the more than 5,000 employees who work in our factories, beet-receiving facilities, and sugar-distribution terminals in 10 States, to the more than 17,000 stockholders and too many others in our sugarbeet growing and factory communities, including the railroads, our many suppliers and others who with their own employees benefit from a stable domestic beet sugar industry, I have expressed by views where possible on what I believed to be a sound sugar program and in every case I have sought to preserve and protect the rights of consumers and to advocate a system which would be of benefit to the whole people of the United States.

Frank A. Kemp.

UNITED STATES BEET SUGAR ASSOCIATION,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR Mrs. SPRINGER: This is in response to your telegram of June 23.

I do not have any agreement with my principals including any fee or payment for representing them on the sugar bill.

It is a matter of public record that I am president and general counsel of the United States Beet Sugar Association, a multiple-purpose general trade association of beet sugar processors, organized in 1911. My remuneration is on an annual salary basis and, except for a small increase in 1959, has also been a matter of public record since 1947. It is not now, and never has been, related to, or contingent upon, activities concerning sugar legislation or the outcome of such legislation.

I have been employed by the association since 1946 to carry out its broad program, of which legislative activities, when appropriate, are only a part. With respect to the extent of my legislative activities over the years, it may be noted that prior to the "Castro days" sugar legislation has occurred at intervals of only 4 to 5 years since my connection with the association—1947, 1951, and 1955-56. Most of these legislative activities, such as intraindustry or Government discussions, do not involve lobbying; but to the extent they do, appropriate reports have been filed under the Lobbying Act.

2 STATEMENTS BY DOMESTIC AND FOREIGN SUGAR PRODUCERS

The Sugar Act program directly affects the welfare of every person actively engaged in any phase of domestic sugar production and marketing. Obviously, therefore, farmers and others in the 22 States where sugarbeets are produced may frequently exchange views on the sugar program with their Senators and Congressmen.

Very sincerely yours,

Robert H. Shields.

AMERICAN SUGAR CANE LEAGUE OF THE U.S.A.,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
*Chief Clerk, Senate Finance Committee,
Washington, D.C.*

DEAR MRS. SPRINGER: With reference to your telegram of June 23, I have no written agreement with my principal, the American Sugar Cane League of the U.S.A. I am permanently employed as one of its vice presidents and manager of its Washington office on an annual salary basis. Only a relatively small part of my duties relate to legislative matters and I receive no separate fee or payment for representing the American Sugar Cane League on the sugar bill.

Yours very truly,

Josiah Ferris.

HAWAIIAN SUGAR PLANTERS' ASSOCIATION,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH SPRINGER,
*Chief Clerk, Committee on Finance,
U.S. Senate, Washington, D.C.*

DEAR MRS. SPRINGER: I am in receipt of the following telegram from your committee: "Request for the record by Tuesday morning, June 26, a copy of your agreement with your principal, including any fee or payments for representing your clients on the sugar bill."

This is to advise that there is no agreement between the members of this association and myself, nor is any fee or payment made for representing the association on the sugar bill or any other legislation.

For your information I am attaching herewith a brief summary of the activities of the Hawaiian Sugar Planters' Association, together with a short history of its Washington office.

Respectfully submitted.

S. L. Platt, Vice President.

THE HAWAIIAN SUGAR PLANTERS' ASSOCIATION

The Hawaiian Sugar Planters' Association is a voluntary agricultural cooperative of sugar producers in the State of Hawaii having as its objects and purposes the maintenance, advancement, improvement, and protection of the sugar industry of Hawaii and the full support of a world famed experiment station devoted to research in agronomy, chemistry, entomology, genetics, field engineering, industrial engineering, development of new cane varieties, etc.

The association has continuously maintained a mainland office, with headquarters in Washington, D.C., since 1914. This office represents our sugar industry in its Government relationships and in contacts with other elements of the domestic sugar industry and acts as general representative of the industry on the mainland. The association does not, directly or indirectly, solicit, collect, or receive money to be used principally to aid in influencing legislation by the Congress of the United States. Neither is it an organization the principal purpose of which is to aid in influencing legislation by the Congress.

WASHINGTON, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.:

Reurteil have served 26 years as salaried official this association, a trade association of sugarcane growers and processors. This employment is on a continuing basis without any formal agreement and at a fixed salary for all activities, only a small part of which are related to any form of legislation.

Dudley Smith,
Vice President, Association of Sugar Producers of Puerto Rico.

CLOVIS, N. MEX., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.:

Curry County (New Mexico) Sugar Beet Association, a nonprofit corporation, has no agreement with me or anyone else who has ever represented the organization. My actual expenses incurred for last weeks, Senate Finance Committee hearing totaled \$244.32 which is the exact amount reimbursed me by the association.

Howard Martin,
Clovis, N. Mex.

U.S. SENATE,
Washington, D.C., June 25, 1962.

HON. HARRY F. BYRD,
Chairman, Finance Committee,
U.S. Senate, Washington, D.C.

DEAR MR. CHAIRMAN: This relates to your request for information from Mr. Carroll Weedlun of Minden, Nebr., with regard to his expenses in connection with his trip to Washington to testify on Thursday, June 21, before the Senate Finance Committee. I have full knowledge and I am making this report based upon a telephone communication from Mr. Weedlun.

Mr. Weedlun is a farmer who appeared in his own right and in behalf of farmers generally and particularly in Nebraska. He was not paid by any committee, association, or group. There was no attorney fees paid and no money spent for public relations of any kind. Mr. Weedlun's total expenditures for travel and hotel were \$220. He received no pay nor were any other funds involved. This cost of the trip was borne locally, including a part of it by the witness himself.

Very truly yours,

Carl T. Curtis, U.S. Senator.

DEERFIELD, KANS., June 25, 1962.

ELIZABETH E. SPRINGER,
Chief Clerk, Senate Finance Committee, Washington, D.C.:

Re your telegram of June 23, 1962, I am a farmer growing sugarbeets. As chairman of southwest Kansas Sugar Beet Council I represent this council, a nonprofit promotional organization. At the hearing I received no payment for representing them other than actual travel, hotel and meal expense for 2 days in Washington.

Harold Purdy.

VINCENNES, IND., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee, Washington, D.C.:

I received no salary or fees from the Wabash Valley Sugar Beet Growers Association. This association pays my travel expense, that is all.

Charles H. Schenk,
State Chairman, Wabash Valley Sugar Beet Growers Association, Vincennes,
Ind.

WASHINGTON, D.C., June 25, 1962.

SENATE FINANCE COMMITTEE,
New Senate Office Building, Washington, D.C.:

In regard to the Sugar Act, I have filed a written statement with the Senate Finance Committee on behalf of a number of mainland growers with small amounts of new acreage. It is my understanding of the law that by filing a statement with the committee, I am not required to register under the Lobbying Act.

In response to your telegram of June 23, 1962, my agreement with the clients whom I represent as listed and filed with the Senate Finance Committee on June 22; they have verbally agreed to pay me a reasonable fee, the amount of which has not been specifically agreed upon, plus reimbursement for my necessary expenses. In any event the fee will not exceed \$1,000. I have no written contract in this regard.

Earl R. Boyce,
205 Worth Avenue, Palm Beach, Fla.

ALTUS, OKLA., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
New Senate Office Building, Washington, D.C.:

Regards your telegram June 23: I am an elected member of the Northwest Oklahoma Area Development Association; to act as their spokesman. I receive no fee or payment.

Robert Kerr,
313 Birch, Altus, Okla.

WASHINGTON, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
New Senate Office Building, Washington, DC.:

Regard your telegram: My appearance on behalf of Industrial Sugar Users Group on Sugar Legislation was as unpaid spokesman. I have no contract with that group or any other. I am salaried employee of American Bakers Association.

J. M. Creed,
Counsel, American Bakers Association.

U.S. CANE SUGAR REFINERS' ASSOCIATION,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.:

DEAR MRS. SPRINGER: I have received your telegram dated June 23, 1962, in which you request a copy of any agreement " * * * with your principal including any fee or payment for representing your client on the sugar bill."

Since October 1, 1960, I have been the full-time executive director of the U.S. Cane Sugar Refiners' Association, a trade association which has been in existence for over 30 years.

I have no written contract or agreement with the association other than an exchange of correspondence setting forth the annual salary and retirement benefits which I receive. My annual salary is in no way dependent on passage, amendment, or defeat of any legislation before the Congress.

Sincerely yours,

Irvin A. Hoff,
Executive Director.

SHEA & GARDNER,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH P. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR Mrs. SPRINGER: This is in response to your telegraphic request of June 23, 1962, with respect to our fee arrangements with our client, Barad-Shaff & Co., in connection with the sugar bill now being considered by the Congress.

We have represented Barad-Shaff for a number of years with respect to various matters, most of them, however, of a tax nature or an importation problem touching upon jurisdiction of the Department of Agriculture. They are regular clients, although significant periods of time may elapse before we are called upon to perform legal services in behalf of the partnership.

We were engaged by telephone by Mr. Alex Barad, the controlling person of the partnership, to file a statement or memorandum of opposition to section 6 of the sugar bill (H.R. 12154). We are to be paid \$500 for these services, which approximates our hourly rate, plus disbursements. The latter we calculate to be approximately \$90, and limited to long-distance telephone calls, postage, and mimeographing. The above-stated fee arrangement, as indicated, was an oral agreement and has not been reduced to writing. In this respect, it is no different from other legal services we have undertaken for Mr. Barad in the past.

Our client's interest in the bill is limited exclusively to section 6 thereof. We have not been instructed to take a position one way or another as to the remainder of the sugar bill.

Sincerely yours,

Alfred L. Scanlan.

GREAT PLAINS WHEAT MARKET
DEVELOPMENT ASSOCIATION, INC.,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR Mrs. SPRINGER: This is in reply to your telegram of June 23 requesting information on the activities of our organization and myself with respect to the hearings on the sugar bill.

I am an employee of Great Plains Wheat, Inc., which is a market development organization with offices in a number of foreign countries. We have an office in Brazil where we have carried on activities for some time, in efforts to expand the sale of wheat. The proposal, made by the Brazilian Government through diplomatic channels, to purchase wheat or other agricultural products, provided they are granted a sugar quota, which, is, of course, of definite interest to us.

To reiterate, my specific job is concerned entirely with the trade aspects of this legislation. We do not represent any sugar interests either in the United States or in foreign countries.

If additional information is needed with respect to our activities, we will be happy to supply it.

Sincerely yours,

Marz Koehnke, Washington Director.

FOREIGN REPRESENTATIVES

AUSTRALIA

CLEARY, GOTTLIEB & STEEN,
Washington, D.C., June 23, 1962.

CHAIRMAN, SENATE FINANCE COMMITTEE,
Washington, D.C.

DEAR MR. CHAIRMAN: The committee has requested we submit a statement as to the nature of the agreement between our firm and the Queensland Sugar Board and the Australian sugar industry.

In January 1961 our firm entered into a 3-month retainer agreement with the Colonial Sugar Refining Co., Ltd. The Colonial Sugar Refining Co., Ltd., a privately owned Australian corporation, was acting on behalf of the Queensland Sugar Board and the Australian sugar industry.

At the conclusion of the 3-month period the retainer agreement was replaced by an oral arrangement under which professional services were rendered on a normal professional basis; that is to say, statements were submitted and payments were received based on the amount of work involved together with reimbursement for out-of-pocket disbursements.

As a normal professional arrangement, the agreement with the Colonial Sugar Refining Co., Ltd., is terminable at any time by either party on giving notice.

The agreement is in no way contingent on the amount of sugar which the Australian sugar industry ships or sells in the U.S. market.

Our firm also performs regular professional services for the Colonial Sugar Refining Co., Ltd., on matters not related to the sugar legislation in the United States. All sums received from the Colonial Sugar Refining Co., Ltd., for professional services are included in the statement filed with the Department of Justice under the Foreign Agents Registration Act.

Attached to this letter is exhibit B to the form filed with the Department of Justice pursuant to section 2 of the Foreign Agents Registration Act of 1938, as amended, for the 6-month period ended June 30, 1961, setting forth the contractual relationships between our firm and the Colonial Sugar Refining Co., Ltd.

Sincerely yours,

Robert C. Barnard.

EXHIBIT B

Registrant is retained by the Colonial Sugar Refining Co., Ltd., of Sydney, Australia, to render legal advice regarding the U.S. sugar laws and their administration. The services for which the registrant is retained include giving information and advice concerning any proposals that affect U.S. sugar imports under the Sugar Act. Registrant was originally retained for a period of 3 months, from January to March 1961. Since the conclusion of that period, registrant has been rendering the above-described services pursuant to an oral arrangement subject to the normal terms and conditions applicable to attorney-client relationships.

(The following was later received for the record:)

Included in 1961 foreign agents registration statements

Period covered	Fees	Disbursements incurred	Disbursements reimbursed
Jan. 1 through June 30, 1961.....	\$10,500	\$606.98	\$286.78
July 1 through Dec. 31, 1961.....	8,250	1,618.17	1,876.08

To be included in June 30, 1962, foreign agents registration statement

	Fees	Disbursements
Jan. 1 through Mar. 31, 1962.....	\$4,400	\$466.83

BRAZIL

A. S. NEMIR ASSOCIATES,
Washington, D.C., June 26, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This is in reply to your wire of June 23 asking that we give you a copy of our agreement with our principal, including fees for representation of our client on the sugar bill.

Our agreement does not relate specifically to representation on the sugar bill, but covers such representation when necessary to present the views of the Brazilian Sugar and Alcohol Institute to an established committee of the Congress.

As stated to the Senate Finance Committee, upon questioning, we have not yet finalized our agreement in detail since this contract is not designed to be for representation to the Congress, but is designed for the purpose of developing a budget to maintain a permanent office in the United States to cover a broad category of services, including technical research, legal counsel, marketing research, sales service, as well as research necessary in Brazil including domestic and foreign travel expenses.

In answer to your wire, and as required by law, we have registered with the Department of Justice, submitting all information that is available at this time and will file as required by law full details of our final arrangement. There is attached exhibit B of our filing with the Department of Justice on March 9, 1962.

We feel that we were invited by the chairman of the Senate Finance Committee, through public announcement, as an interested party, to come in and present our views. We were given the opportunity by the chairman of the Senate Finance Committee, as were all other interested parties, to present our views at the public hearings on sugar legislation, and we appreciate the opportunity to present Brazil's position and to answer any questions by the committee concerning Brazil.

Sincerely yours,

Albert S. Nemir, President.

EXHIBIT B

1. The agreement between Instituto Do Acucar E Do Alcool, an official entity of the Brazilian Government with offices at Praca 15 de Novembro 42, in the city of Rio de Janeiro, in the State of Guanabara, Republic of the United States of Brazil, being represented by the President, Ambassador Emundo Penna Barbosa da Silva, referred to as the Institute, and the firm of A. S. Nemir Associates, technical consultants, with offices at 1016-1022 Warner Building, Washington, D.C., United States of America, referred to as the associates, provides that the associates are employed to render technical, legal, and professional services directed toward the promotion of sales of Brazilian sugar in the U.S. consuming market; to take all lawful and proper actions, both in connection with the U.S. Congress and the administration of the U.S. Government, in attempting to achieve this objective in connection with any amendment or revision of the Sugar Act of 1948, as amended; and to perform all such services in the best interest of the Institute being subject to such instructions as may be provided from time to time.

2. The agreement covers a period to December 31, 1963, and provides a minimum fee of \$25,000 per year.

3. The agreement provides further for a set-aside amounting to approximately 20 percent of normal sugar brokerage with a ceiling on the associates' earnings per year under certain conditions and with a possible acceleration beyond this ceiling under other conditions. The agreement further provides that the minimum fee paid to the associates by the Institute may be charged against the total fee paid by the Institute. All expenses are for the account of the associates and the budgeting of expenditures under the agreement is left to the discretion of the associates, it being understood that the budget must be based on the availability of revenue from the operation of the agreement.

4. While the agreement for services is binding beginning March 3, 1962, there are some technicalities to be concluded and the associates desire to formalize an official translation as between the English and the Portuguese copies of the agreement.

5. An English text of the agreement will be filed in the near future after all technical details are complete and certified English version can be executed.

MARCH 9, 1962.

BRITISH HONDURAS

**MINISTRY OF NATURAL RESOURCES,
COMMERCE AND INDUSTRY,
Belize, June 11, 1962.**

**Mr. L. BLAINE LILJENQUIST,
Washington, D.C.,
U.S.A.**

SIR: I am enclosing a letter authorizing you to represent the Government of British Honduras on matters pertaining to the securing of a sugar quota under the U.S. Sugar Act. This letter is sent on the understanding that your firm is undertaking this assignment at no cost to the Government of British Honduras.

**I am, sir,
Your obedient servant,**

**A. A. Hunter,
Minister of Natural Resources, Commerce and Industry.**

**MINISTRY OF NATURAL RESOURCES,
COMMERCE AND INDUSTRY,
Belize, June 11, 1962.**

**Mr. L. BLAINE LILJENQUIST,
Washington, D.C.,
U.S.A.**

SIR: I have the honor to refer to the conversation which took place on the 22d of May 1962 at the British Embassy in Washington, D.C., between myself, Mr. Cullen and Mrs. Harker of the British Embassy staff, and your assistant, Mr. Paul Badger, and Dr. G. Taylor of Machete Nile Ltd. I informed Mr. Badger and Dr. G. Taylor then that the Government of British Honduras wanted your firm and Dr. G. Taylor to represent them at the hearings being held at the time by the Committee on Agriculture of the U.S. House of Representatives on a bill to amend and extend the provisions of the Sugar Act of 1948.

2. I am to say that after consultation in executive council my colleagues in government have confirmed the verbal appointment I made on the 22d of May 1962 and have instructed me to send you this letter authorizing you to represent the Government of British Honduras on matters pertaining only to the securing of a sugar quota under the U.S. Sugar Act.

**I am, sir,
Your obedient servant,**

**A. A. Hunter,
Minister of Natural Resources, Commerce and Industry.**

U.S. DEPARTMENT OF JUSTICE

Washington, D.C.

**REGISTRATION STATEMENT PURSUANT TO SECTION 2 OF THE FOREIGN AGENTS
REGISTRATION ACT OF 1938, AS AMENDED**

1. (a) Name of registrant: L. Blaine Liljenquist.
(b) All other names ever used by registrant and when used: None.
(c) All present business addresses: 917 15th Street NW., Washington, D.C.
(d) All present residence addresses: 3750 North 30th Place, Arlington, Va.
2. (a) Date and place of registrant's birth: April 5, 1912, Salt Lake City, Utah.
(b) Present citizenship or nationality: United States of America.
(c) If present citizenship not acquired by birth, indicate when, where, and how acquired: Inapplicable.
3. All visits to or residence in foreign countries during the past 5 years:
Name of foreign country: Japan.
Purpose of visit or stay in foreign country: To arrange for extension of trade agreement between Japanese and the U.S. hide and leather industry.
Date and port of departure from United States: August 1961, San Francisco, Calif.
Date and port of entry into United States: September 1961, San Francisco, Calif.

10 STATEMENTS BY DOMESTIC AND FOREIGN SUGAR PRODUCERS

4. (a) All clubs, societies, committees, and other nonbusiness organizations, in the United States or elsewhere, of which registrant is or has been during the past 5 years a member, director, officer, or employee:

Name and address of organization and nature of connection with organization:

National Association of Executives Club (director); American Society of Association Executives (director); Livestock Conservation, Inc. (director); Washington Trade Association Executives.

(b) All membership or service during the past 10 years in the active or reserve military, naval, or other armed forces of any foreign government or foreign political party: Name of government or political party: None.

5. Name and principal address of each foreign principal of registrant:

(1) Philippine Coconut Administration, Quezon Memorial Park, Diliman, Quezon City, Philippine Islands (previous registration).

(2) Ministry of Natural Resources, Commerce, and Industry, British Honduras, Belize, British Honduras.

6. State the nature and purpose of registrant's representation of each foreign principal named under item 5 and describe fully all activities of registrant for or in the interests of each such foreign principal:

(1) To secure the repeal or elimination of the 3 cents per pound processing tax on Philippine coconut oil.

(2) To secure a sugar quota for British Honduras under the provisions of H.R. 12154, amending the Sugar Act of 1948.

7. Describe briefly all other businesses, occupations, and public activities in which registrant is presently engaged: President, Western States Meatpacker's Association, 917 15th Street NW., Washington, D.C.; executive secretary, Candy Broker's Association of America, 917 15th Street, NW., Washington, D.C.

8. All employees and other individuals who render any services or assistance to registrant, with or without compensation, for or in the interests of each foreign principal named under item 5:

Name and address of employee or other individual and nature of services or assistance rendered: Paul L. Badger, 917 15th Street NW., Washington, D.C., legal services and general assistance.

9. Furnish the following information as to registrant's receipts and expenditures during the 3 months preceding the filing of this statement. The information may, if registrant desires, be furnished for registrant's latest fiscal quarter or other latest fiscal period of not less than 3 months.

(a) All amounts received during the period directly or indirectly from each foreign principal named under item 5, itemized as follows:¹

(1) Date funds received: 1960.

Name of foreign principal from whom funds received:² Philippine Coconut Administration.

Purpose for which received:³ See paragraph 6 (1) above.

Amount received:⁴ \$4,000.

(2) The terms of my undertaking for the Government of British Honduras provide no compensation.

(b) All amounts received during the period from other sources to be used directly or indirectly for or in the interests of any foreign principal named under item 5, itemized as follows:¹ None.

(c) All expenditures made during the period directly or indirectly for or in the interests of each foreign principal named under item 5, itemized as follows:⁵

Date payment was made: 1960 (item 5(1)).

Purposes for which payment was made:⁶ Postage, taxi fares, and other business purposes.

Amount of payment:⁷ \$39.35.

¹ Include all amounts so received, whether received as compensation, loans, contributions, subscriptions, fees, dues, subsidies, or otherwise.

² Receipts from a person amounting to less than \$100 for the period may be combined with other like amounts, provided the source of the funds is clearly indicated.

³ Where funds were received for various purposes, such purposes shall be listed in reasonable detail.

⁴ Show separately the amount received for each purpose listed under the preceding column.

⁵ Include all transfers of funds to any foreign principal.

⁶ Where funds were received or paid, as the case may be, for various purposes, such purposes shall be listed in reasonable detail.

⁷ Show separately the amount received or paid, as the case may be, for each purpose listed under the preceding column.

10. (a) Speeches, lectures, talks, and radio broadcasts arranged, sponsored, or delivered by registrant during the past 3 months: None.

(b) Publications prepared or distributed by registrant, or by others for registrant, or in the preparation or distribution of which registrant rendered any services or assistance, during the past 6 months. (Indicate each type of publication by a X.)

- | | |
|--|--------------------------------|
| (1) Press releases..... | (12) Radio programs..... |
| (2) News bulletins..... | (13) Radio scripts..... |
| (3) Newspapers..... | (14) Moving pictures..... |
| (4) Articles..... | (15) Lantern slides..... |
| (5) Books..... | (16) Still pictures..... |
| (6) Magazines..... | (17) Posters..... |
| (7) Pamphlets..... | (18) Photographs..... |
| (8) Circulars..... | (19) Charts..... |
| (9) Form letters..... | (20) Maps..... |
| (10) Reprints..... | (21) Other publications..... X |
| (11) Copies of speeches, lectures, talks, or radio broadcasts..... | |

(c) Preparation of publications referred to in answer to (b) above.

Number checked under (b): (21).

Description of publication: Statement before the Agriculture Committee of the House of Representatives, May 23, 1962.

By whom written, edited, or prepared: Paul L. Badger.

By whom printed, produced, or published: Self.

(d) Distribution of publications referred to in answer to (b) above.

Number checked under (b): (21).

Name of distributor: House Committee on Agriculture.

Methods and channels of distribution: Press.

Classes or groups of persons to which distributed: Statements are made available to any person interested.

11. (a) Registrant's connections, not fully described above, with foreign governments, foreign political parties, or officials or agencies thereof: None.

(b) Registrant's pecuniary interest in or control over partnerships, corporations, associations, or other organizations or combinations of individuals, not fully described above:

Name of organization or combination: Machete Nile, Ltd., a British Honduras corporation.

Nature of registrant's ownership or other pecuniary interest: Stockholder.

Nature of any direction or control exercised by registrant: Director.

(c) If the registrant is subject to the supervision, direction, or control of any individual or organization, except as hereinabove fully described in this statement, explain fully: None.

12. File the following exhibits with this statement:

Short form registration statement.—File a short form registration statement on the printed form provided therefor, for each person named under item 8.

Exhibit B.—File a copy of the agreement, arrangement, or authorization (or if not in writing, a written description thereof) pursuant to which registrant is acting for, or receiving funds from, each foreign principal named under item 5.

Exhibit C.—File an exhibit C, on the printed form provided therefor, for each foreign principal named under item 5.

Exhibit D.—File copies of all printed matter referred to under item 10(b), except photographs and moving pictures.

Exhibit E.—File a copy of the agreement or arrangement (or if not in writing, a written description thereof) between the registrant and each business firm or other organization named under item 10 (c) or (d).

The undersigned swears or affirms that he has read the information set forth in this statement and the attached exhibits, that he is familiar with the contents thereof, and that such contents are, in their entirety, true and accurate to the best of his knowledge and belief, except that the undersigned makes no representation

12 STATEMENTS BY DOMESTIC AND FOREIGN SUGAR PRODUCERS

as to the truth or accuracy of the information contained in short form registration statements insofar as such information is not within his personal knowledge.

(Both copies of this statement shall be signed by the registrant and sworn to before a notary public or other officer authorized to administer oaths.)

L. Blaine Liljenquist.

(Signature—Type or print name underneath)

Subscribed and sworn to before me at ----- this ----- day of -----, 19-----.

(Signature of notary or other officer)

My commission expires -----, 19-----.

EXHIBIT C TO REGISTRATION STATEMENTS UNDER THE FOREIGN AGENTS REGISTRATION ACT OF 1938, AS AMENDED

Furnish this exhibit for each foreign principal of the registrant. This exhibit will not be accepted for filing unless it is reasonably complete and accurate.

1. Name and address of registrant: L. Blaine Liljenquist, 917 15th Street NW., Washington, D.C.

2. (a) Name of foreign principal: Ministry of Natural Resources, Commerce, and Industry, British Honduras.

(b) Principal address of foreign principal: Belize, British Honduras.

3. If the foreign principal is a foreign government, state the following:

Branch or agency thereof represented by registrant: Ministry of Natural Resources, Commerce and Industry.

Name and title of official with whom registrant deals: Alexander A. Hunter, Minister of Natural Resources, Commerce and Industry.

4. If the foreign principal is an individual (natural person), state (a) All present business and residence addresses not given under item 2(b): Not applicable.

5. If the foreign principal is not an individual (natural person) or a foreign government, state the following: (a) Type of foreign principal's organization: Not applicable.

(c) All partners, officers, directors, and similar officials of the foreign principal: Not applicable.

(d) List, if any, all of the foreign principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere: Not applicable.

(e) Branch or group, if any, represented by registrant: Not applicable.

6. If the foreign principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state name of such government, political party, or other persons: Not applicable.

7. If the foreign principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state name of such government, political party, or other persons: Not applicable.

8. If the foreign principal is not a foreign government, state nature of all its businesses, occupations, or functions: Not applicable.

BRITISH WEST INDIES

WASHINGTON, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: In conformity with the request in your telegram to me of June 23, I am attaching hereto a copy of my contract with the British West Indies Sugar Association (Incorporated). The period covered in the attached document extended from December 1, 1960 through November 30, 1961. On November 14, 1961, the contract covered by the attached was extended for 1 additional year so my contract terminates November 30, 1962.

Yours very truly,

Arthur L. Quinn.

BRITISH WEST INDIES SUGAR ASSOCIATION (INCORPORATED),
CARE OF THE WEST INDIA COMMITTEE,
London, W.C.2., November 9, 1960.

ARTHUR L. QUINN, Esq.,
Washington, D.C., United States.

DEAR SIR: At the request of the chairman of our association, I am to offer you appointment for 1 year in the first instance as the representative in Washington of the British West Indies Sugar Association (Incorporated), to represent the interests of the association in all matters relating to sugar in Washington and in particular the sales of sugar to the United States.

We understand that you would be prepared to accept this appointment for a fee of \$20,000 per annum with a payment of \$5,000 per annum for expenses and I am authorized to make the offer on this basis. It is suggested that the appointment should be with effect from December 1, 1960, for 1 year without commitment on either side to a continuance of the arrangement.

It is understood that you would use all your endeavors to secure for the territories which the association represents a quota for sugar imports into the United States, possibly as a temporary filling of shortfalls in supply in 1961 and with a view to securing a permanent quota into the United States. We estimate that in 1961 the territories represented by the association will have available for the U.S. market some 265,000 long tons (296,800 short tons) of raw sugar and that this figure could be increased in 1962 and subsequent years if a market were secured. It is also understood that you would report to us periodically on your activities toward this end.

I should be grateful if you would inform me whether this arrangement would be acceptable to you. I enclose a copy of this letter which perhaps you would sign and return to me as indicating your acceptance.

Yours faithfully,

R. Norris, Secretary.

REPUBLIC OF CHINA

Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: In response to your telegram of June 23, 1962, which I received this morning, I am enclosing a copy of the agreement, dated February 5, 1962, relating to my work with the Republic of China regarding sugar legislation.

The fees and payments received by me, as provided in the agreement, are \$2,500 for the initial retainer fee; monthly payments of \$500 per month for the months of February through June, inclusive; and \$291.36 for expenses, a total of \$5,291.36.

If further information is desired, please let me know.

Sincerely yours,

Robert L. Farrington.

CONTRACT FOR LEGAL SERVICES

This agreement made is fifth day of February 1962 by and between Robert L. Farrington, Attorney at Law, 411 Colorado Building, Washington 5, D.C., hereinafter referred to as the attorney, and the Chinese Government Procurement and Services Mission, 50 Church Street, New York 7, New York, an administrative agency of the Republic of China, hereinafter referred to as the client, witnesseth:

1. Client is one of the foreign countries supplying sugar to the United States of America in accordance with the Sugar Act of 1948, as amended, which act will expire on June 30, 1962, unless renewed or extended. The act is scheduled for consideration in the present session of the 87th Congress of the United States, and client is desirous of continuing as a supplier of sugar to the United States under any renewal or extension of such act, or under any new act relating to sugar which may be enacted into law in lieu of the Sugar Act of 1948, as amended.

2. Client hereby employs attorney to act as legal adviser and to represent client's interests in the official hearings and conferences before the Congress and administrative agencies of the United States Government, and as may be necessary with other suppliers of sugar to the United States, in connection with the renewal or extension of the Sugar Act of 1948, as amended, or in the adoption of any legislation in lieu thereof.

3. The principal duties of attorney will be:

(a) To act as legal adviser to client on all phases of sugar legislation;

(b) To assist client in preparing and presenting testimony to congressional committees considering the legislation referred to above;

(c) To represent client in conferences with individual members of the Congress to give and explain information regarding client's ability to supply sugar to the United States and the advantages to the United States of relying upon client as a source of supply of sugar;

(d) To attend hearings in Congress and the executive departments relating to sugar; and otherwise

(e) To keep in continuous touch with important developments during the progress of the proposed legislation.

4. Client agrees to pay attorney for the above services a retainer fee of two thousand five hundred dollars (\$2,500) upon the acceptance of this contract, plus five hundred dollars (\$500) per month, payable monthly, for each month until the end of the present session of the Congress, or until the sugar legislation above referred to has been enacted into law, whichever event occurs first. Client also agrees to reimburse attorney for necessary expenses incurred in client's behalf, such as long-distance telephone calls or telegrams, extraordinary clerical and travel expense, and ordinary entertainment expense.

5. Attorney hereby accepts said employment and agrees to render such services as attorney on the terms and conditions herein stated.

(Date) 2/5/1962.

(Signed) ROBERT L. FARRINGTON,
Attorney.

(Date) 2/6/1962.

(Signed) SANDYS BAO
(For Chinese Government Procurement and Services Mission).

COLOMBIA

WASHINGTON, June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Senate Finance Committee, Washington, D.C.

DEAR MRS. SPRINGER: As requested by you in your telegram of June 23, 1962, I enclose herewith (a) copy of letter confirming fee agreement with Distribuidora de Azucares, S.A., Azucareros Independientes, Ltda., Compania Azucarera del Valle, S.A., of Colombia; (b) copy of my receipt for retainer.

Yours truly,

Ernest Schein.

WASHINGTON.

Dr. RAFAEL DELGADO BARREMECHE,
Dr. LUIS B. SALCEDO,
c/o Embassy of the Republic of Colombia,
Washington, D.C.

GENTLEMEN: This confirms the retainer arrangement made orally today between you individually and as representatives of the sugar interests of the Republic of Colombia and myself as Washington counsel.

I agree to act as your legal counsel in Washington in connection with any legislation, administrative action, or executive decrees and regulations of the United States respecting the importation of sugar from foreign producing areas.

My representation and activities pursuant to such engagement shall continue until the end of the 1st session of the 88th Congress of the United States, which is estimated as the summer of 1963.

You will pay me compensation for my services as follows:

(a) A retainer of \$15,000 payable before I am required to make a statement in your behalf before the Committee on Agriculture of the House of Representatives of the United States conducting hearings on proposed amendments to the Sugar Act.

(b) On any allotment of U.S. sugar imports from foreign areas in favor of the Republic of Colombia in excess of 10,000 tons per year up to 30,000 tons, an amount equal to \$0.50 per ton of such excess.

(c) On any allotment of U.S. sugar imports from foreign areas in favor of the Republic of Colombia in excess of 30,000 tons per year, an amount equal to \$0.25 per ton of such excess.

(d) It is understood and agreed that compensation under items (b) and (c) will be payable to me only if during the period of my employment a regular sugar quota for the Republic of Colombia is included in the amendments to the Sugar Act of the United States.

It is further understood that you will reimburse me for reasonable incidental expenses.

Please indicate your acceptance of the terms of our arrangement in behalf of yourselves and your principals in the places indicated below.

Sincerely yours,

Ernest Schein.

Accepted:

(s)/ Rafael Delgado Barremeche,
Dr. RAFAEL DELGADO BARREMECHE,

(s)/ Luis Bernardo Salcedo,
Dr. LUIS BERNARDO SALCEDO,

(For themselves and Distribuidora de Azucares S.A. Ingenios
Independientes Ltd. Compania Azucarera del Valle).

Recibí de los Doctores Rafael Delgado Barremeche y Luis Bernardo Salcedo,
por cuenta y orden de:

Distribuidora de Azúcares S.A.
Ingenios Independientes Ltda., y
Cia. Azucarera del Valle S.A.

la suma de QUINCE MIL DOLARES (US \$15,000.00) por concepto de honorarios
profesionales como quedó convenido en el convenio firmado el 16 de los corrientes.

Ernest Schein,
Washington.

COSTA RICA

CAMARA DE AZUCAREROS DE COSTA RICA,
New York, N.Y., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: Pertaining to your request by telegram on Saturday, June 23, I have no copy of my agreement with the Camara de Azucareros de Costa Rica.

In accordance with the U.S. law I am registered with the Attorney General's Office. My agreement with the Camara is oral of nature and runs to the end of 1963. I have been retained by them to attend all their business in the United States for the past 3 years. At present I receive \$9,000 a year, which includes my expenses, but this is not a specific fee or payment for representation on the sugar bill. This is a fee to encompass all their business in the United States which at this time happens also to include the sugar bill.

I hope this meets the requirements that are necessary for the record.

Sincerely yours,

Dina Dellalé.

DOMINICAN REPUBLIC

WASHINGTON, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: In response to your telegram of June 23, I am enclosing a copy of my letter of the 23d of May 1962 to Dr. S. Salvador Ortiz, Presidente de la Comision de Defensa del Azucar y Fomento de la Cana, Santo Domingo, Dominican Republic, the foreign principal whom I represent in the United States with particular reference to sugar marketing and sugar legislation.

The attached letter outlines my understanding of the agreement reached with my foreign principal. However, as you will note in the next to last paragraph of my letter, I stated that if my letter also reflected their understanding I would appreciate their so advising me or indicating confirmation by signing and returning a copy.

Although I have not had a formal confirmation, I am advised that the agreement has been informally approved and is now before the Council of State for confirmation.

To date, I have received no fee or payment from my foreign principal.

Very truly yours,

Philip F. Maguire.

SANTO DOMINGO, D.N., 23 Mayo 1962.

Mr. S. SALVADOR ORTIZ,
Presidente de la Comision de Defensa del Azucar y Fomento de la Cana. Ciudad.

DEAR MR. ORTIZ: This is to confirm my understanding of the agreement we have reached with respect to my representation of the Dominican Republic in Washington.

I will work with appropriate representatives of your Government and with Ambassador Freitas and the Embassy staff on matters of interest to your Government with particular reference to sugar marketing in the United States.

My services will be retained, after I complete my registration in the United States as a representative of a foreign country, for the period through February 27, 1963, for the sum of \$18,000 payable in three equal installments of \$6,000 U.S. money on June 1, September 1, and December 1 of 1962.

In addition you will reimburse me, at the time I invoice you, for the expenses of my present trip to Santo Domingo and in the future for actual expenses for telephone, telegraph, cable, transportation, travel, and other expenses incurred in direct connection with my work. I will invoice you for such expenses at intervals of 3 months.

I look forward to the opportunity to work with you and other representatives of your Government and I am hopeful that it will be possible to realize substantial benefits for the Dominican Republic in the process.

If this letter also represents your understanding of our agreement I will appreciate your so advising me or indicating your confirmation by signing and returning the attached copy to me.

It was a pleasure to have the opportunity to meet and talk with Dr. Donald Reid Cabral, with you, and with other members of your Government.

Sincerely yours,

Philip F. Maguire.

SOUTH PUERTO RICO SUGAR Co.,
New York, N.Y., June 25, 1962.

SENATE FINANCE COMMITTEE,
Washington, D.C.

(Attention of Mrs. Elizabeth B. Springer, chief clerk).

GENTLEMEN: I wish to acknowledge receipt of your telegram reading as follows:
"Request for the record by Tuesday morning June 26 a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill."

I believe that I am the principal referred to inasmuch as I am the president of the South Puerto Rico Sugar Co. and testified in front of your committee at the request of our board of directors. I have no contract of employment, but occupy the position of the president of our company only during the pleasure of the board of directors or until they elect my successor.

I have, however, asked our Washington attorneys, Messrs. Surrey, Karasik, Gould & Greene, to submit to you full details as to our annual retainer agreement, which I might add covers services in Puerto Rico, Dominican Republic, and in Europe through their Paris office, and which has been in effect for a number of years.

Yours very truly,

G. Douglass Debevoise, President.

SURREY, KARASIK, GOULD & GREENE,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This will acknowledge receipt of your telegram of June 23, 1962, addressed to me and reading as follows:

"Request for the record by Tuesday morning, June 26, a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill."

Prior to the date of September 12, 1956, the firm of Surrey, Karasik, Gould & Efron, the predecessor firm to Surrey, Karasik, Gould & Greene, represented the South Porto Rico Sugar Corp. on specific matters without any annual retainer agreement. A retainer agreement was entered into on September 12, 1956, a copy of which is enclosed.

Subsequent to September 12, 1956, the agreement with the South Porto Rico Sugar Corp. was modified without a written amendment to increase the retainer to \$20,000 per year and to include services to be rendered both in Puerto Rico and in Europe through this firm's office in Paris. Also, subsequent to the agreement of 1956, referred to above, the name of the South Porto Rico Sugar Corp. was changed to the South Puerto Rico Sugar Co.

No separate agreement exists for any fee or payment for representing South Puerto Rico Sugar Co. on the current sugar bill.

Sincerely yours,

Walter Sterling Surrey.

SURREY, KARASIK, GOULD & EFRON,
September 12, 1956.

Mr. G. DOUGLASS DEBEVOISE,
President, South Porto Rico Sugar Corp.,
New York, N. Y.

DEAR MR. DEBEVOISE: In accordance with the several discussions which you and I have had, there is transmitted herewith a proposed retainer arrangement pursuant to which my firm would act as special counsel for South Porto Rico Sugar Corp. and its affiliated concerns:

1. Surrey, Karasik, Gould & Efron will represent you generally in Washington and generally in the Dominican Republic, and, in addition, upon specific request, will represent you in particular matters in Washington, either before Federal Government departments and agencies, or with respect to private persons, firms or corporations, and, likewise, upon your specific request, will represent you in the Dominican Republic, or elsewhere outside of the continental United States, in particular matters with Government departments and agencies or with respect to private persons, firms, or corporations;

2. For these services, you will compensate the firm of Surrey, Karasik, Gould & Efron at the rate of \$15,000 per annum, payable quarterly in advance, commencing with the quarter beginning October 1, 1956;

3. Surrey, Karasik, Gould & Efron will be reimbursed for actual out-of-pocket expenses incurred by us in connection with our representation of you. Transportation costs, taxi fares, telephone and cable charges, and appropriate reasonable entertainment expenses are exemplary of such expenses. Reimbursement will be made upon the basis of a statement rendered by us each month;

4. This agreement has been entered into upon the understanding of both parties, based upon experience, that the rate of this retainer represents fair

compensation to the firm of Surrey, Karasik, Gould & Efron for services expected to be rendered by that firm during the course of any 1-year period. If, at any time, it shall appear that that understanding is essentially incorrect, in the light of services actually rendered or committed to be rendered under this retainer, this agreement shall be reexamined with a view toward amendment or change;

5. This agreement may be terminated at any time by either party upon 90 days' notice to the other;

6. It is specifically understood that all services rendered by this firm during the month of September 1956 in connection with the *Magdalena—1000 matter* shall be deemed to have been rendered during the first quarter of the retainer period and that compensation therefor is automatically included within the terms of this agreement;

7. This letter and a copy thereof signed by you under the word "accepted" below and the copy returned to us, will together constitute an agreement between us.

Very truly yours,

SURREY, KARASIK, GOULD & EFRON,
Walter Sterling Surrey.

Accepted:

(Signed) G. Douglass Debevoise,
President, South Porto Rico Sugar Co.

ECUADOR

WASHINGTON, D.C., June 25, 1962,

**Mrs. ELIZABETH B. SPRINGER,
Chief Clerk,
Senate Finance Committee,
Washington, D.C.**

DEAR Mrs. SPRINGER: Per your telegraphic request of June 23, received only this morning, I have recommended to the Ecuadorian Sugar Producers that they grant me permission to give you a copy of our agreement.

My quarterly report filed pursuant to the Federal regulation of the Lobbying Act is correct. The only moneys I have received to date from my principals, the Ecuadorian Sugar Producers, is the \$500 which appears on this statement.

Sincerely yours,

**I. Irving Davidson,
Registered Agent, Ecuadorian Sugar Producers.**

FIJI ISLANDS

CHARLES H. BROWN, INC.,
PUBLIC RELATIONS COUNSELORS,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: Pursuant to your telegram of June 23, we have no written agreement with our principal, the South Pacific Sugar Mills, Ltd., and the Colonial Sugar Refining Co. Ltd., their marketing agent. Our firm was retained by this principal to represent their interests in the United States of America on January 30, 1961, for a period of 3 months commencing January 26, 1961, to explore U.S. marketing possibilities for the Fiji sugar industry. We agreed to do this for a sum of \$2,000 per month plus normal out-of-pocket disbursements.

Since that time, we have represented our principal on a month-to-month basis on the same terms but without any written agreement. Our work for them has involved providing them with information on U.S. sugar policy as it affects the International Sugar Agreement and the international sugar market; information on proposed U.S. sugar legislation; helping them to arrange purchases of U.S. agricultural commodities; and recommending programs and policies to create more awareness in the United States of the Fiji sugar industry. Approximately one-third of our firm's work for this client has been devoted to contacting Members of Congress relative to the status of sugar legislation.

We have no understanding, written or oral, with our principal for any contingency fees of any kind.

I hope this is the information you want.

Sincerely,

Charles H. Brown.

GUADELOUPE AND MARTINIQUE

SURREY, KARASIK, GOULD AND GREENE,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This will acknowledge receipt of your telegram of June 23, 1962, addressed to me and reading as follows:

"Request for the record by Tuesday morning, June 26, a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill"

In accordance with your request, I am enclosing a copy of the agreement of Surrey, Karasik, Gould & Efron with Amerop Commodities Corp., 120 Wall Street, New York, N.Y., an American corporation, dated September 27, 1960, and the amendment thereto between Surrey, Karasik, Gould & Greene, dated November 17, 1961.

Sincerely yours,

Walter Sterling Surrey.

SURREY, KARASIK, GOULD & EFRON,
September 27, 1960.

AMEROP COMMODITIES CORP.,
New York, N.Y.

(Attention: Mr. Bernard Faure, vice president).

GENTLEMEN: In accordance with the several discussions which we have had with you, there is transmitted herewith a proposed retainer agreement pursuant to which this firm will act as Washington counsel for Amerop Commodities Corp.

1. Surrey, Karasik, Gould & Efron will represent Amerop Commodities Corp. generally in Washington in connection with any matters which may be of concern or interest to you, and upon specific request, will represent you in matters before Government departments and agencies, or with respect to private persons, firms, or corporations.

2. Surrey, Karasik, Gould & Efron will also represent Amerop Commodities Corp. for the purpose of securing authorization for the purchase of cane sugar for the U.S. market at the U.S. market price from private sugar producers located in Martinique, Guadeloupe, and Reunion. In this connection, it is recognized that the ultimate objective is to secure for these areas a permanent quota under the Sugar Act of 1948, as amended.

3. Amerop Commodities Corp. will provide Surrey, Karasik, Gould & Efron with all available information necessary to achieve the best results including all pertinent statistical and economic information concerning the production of sugar by the private sugar producers on the islands of Guadeloupe, Martinique, and Reunion.

4. Surrey, Karasik, Gould & Efron shall be compensated at the following rate: \$10,000 upon this agreement coming into effect and thereafter at an annual retainer, beginning January 1, 1961, of \$35,000, of which \$15,000 is allocable to representation related to paragraph 2. above, it being recognized that it is the intent of both parties to continue this agreement in subsequent years.

5. Surrey, Karasik, Gould & Efron will be reimbursed for actual out-of-pocket expenses incurred by it in connection with the representation of your company. Such out-of-pocket expenses shall consist of long-distance telephone calls, travel expenses, cable charges, and taxis. It is agreed that such expenses will be kept to a minimum.

6. Surrey, Karasik, Gould & Efron shall keep you fully advised of all activities undertaken pursuant to this agreement and shall comply with all requirements of applicable U.S. law and regulations in performing services pursuant to this agreement.

This letter and a copy thereto signed and dated by you under the word "Accepted" below, with the copy returned to us and the original retained by you, shall constitute the agreement between us and shall become effective as of the date of such agreement.

SURREY, KARASIK, GOULD & EFRON,
By *Walter Sterling Surrey.*

Accepted this 27th day of September 1960.

AMEROP COMMODITIES CORP.,
By *Bernard Faure, Vice President.*

SURREY, KARASIK, GOULD & GREENE,
Washington, D.C., November 17, 1961.

AMEROP COMMODITIES CORP.,
New York, N.Y.

(Attention: Mr. Bernard Faure, vice president).

GENTLEMEN: Reference is made to the agreement entered into between us, dated September 27, 1960.

In accordance with discussions we have held between us and in view of the fact it is expected there will be hearings on sugar legislation during 1962, it is agreed between us that the retainer agreement now effective, and as set forth in paragraph 4 of the letter of September 27, 1960, shall be amended by providing for the annual retainer to be paid Surrey, Karasik, Gould & Greene by Amerop Commodities Corp. to be at the rate of \$40,000 for the calendar year of 1962.

This letter and a copy thereto signed and dated by you under the word "Accepted," with the copy returned to us and the original retained by you, shall constitute the amendment to the agreement between us and shall become effective as of the date of such agreement.

SURREY, KARASIK, GOULD & GREENE,
By *Walter Sterling Surrey.*

Accepted this 22d day of November 1961.

AMEROP COMMODITIES CORP.,
By *Bernard Faure, Vice President.*

GUATEMALA

WASHINGTON, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: In response to your telegram of June 23, 1962, I am pleased to submit the attached correspondence between the Guatemalan Sugar Producers Association and myself, constituting the agreement between us.

For calendar year 1960 I received a fee of \$5,000. For calendar year 1961 I received a fee of \$5,000. I have been paid in full for calendar year 1962 in the amount of \$12,000.

No provision has been made concerning expenses of any kind.

If further information is required, I shall, of course, be pleased to supply it at any time.

Sincerely yours,

Sheldon Z. Kaplan.

ASOCIACION DE AZUCAREROS DE GUATEMALA, GUATEMALA, C.A.,
Guatemala, March 5, 1960.

Mr. SHELDON Z. KAPLAN,
Martin & Burt, Washington, D.C.

DEAR SIR: On behalf of the Asociacion de Azucareros de Guatemala, of which I am president, I wish to confirm the conversations held between you and our representative, Mr. Julio Asencio-Wunderlich, regarding the interests of the association.

Our board of directors has accepted the suggestion made by Mr. Asencio and, therefore, we have decided to appoint you our legal counsel in the United States with the following understandings:

1. You are to assist this association with your legal advice in order to permit the furtherance of the interests of the association in the United States.

2. Considering the fact that our association is formed by all the sugar growers in Guatemala and that our main interest is to increase our marketing facilities and to make our product known outside Guatemala, the advice we expect to receive from you will tend to attain that aim.

3. You will be duly informed of the resolutions adopted by this association in order to receive your assistance in carrying them out.

4. We consider that the work required will take, approximately, 18 months. At the end of that period we will discuss the mutual convenience of extending our relation.

5. For that service, we are prepared to cover a fee of \$5,000, of which we will send you \$3,000 upon receipt of your acceptance of this offer, and the balance in 3 months' time. However, should the proposed operations of this association become successful, we are prepared to better the fee hereby offered.

If the above terms meet with your approval, your letter of acceptance would formalize this contract and we would answer it with a draft for the first part of the fee and the necessary documents for the immediate initiation of your work.

I avail myself of this opportunity to present to you the expressions of my highest consideration.

Yours very truly,

José Luis Bouscayrol, President.

MARCH 8, 1960.

Sr. JOSÉ LUIS BOUSCAYROL,
President, Asociacion de Azucareros de Guatemala,
Guatemala City, Guatemala.

DEAR MR. BOUSCAYROL: This will acknowledge receipt of your letter of March 5, 1960, in which you offer me an appointment as legal counsel in the United States to the Asociacion de Azucareros de Guatemala. I am delighted herewith to accept this offer and the terms set forth in your letter.

It will be a pleasure and a privilege to assist your association in the furtherance of its interests in the United States.

With kindest personal regards,

Cordially yours,

Sheldon Z. Kaplan.

HAITI

CORCORAN, YOUNGMAN AND ROWE,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This is with reference to your telegram of June 23, 1962, to Frederick E. Hasler, care of Mr. Richard C. O'Hare. Your telegram requested "a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill."

Mr. Hasler is chairman of the board of Haytian American Sugar Co., S.A., a Haitian corporation engaged in the production of sugar in that country.

Richard C. O'Hare and James H. Rowe, Jr., are retained by Haytian American Sugar Co. in connection with the sugar bill. A copy of the registration statement filed by Mr. O'Hare and Mr. Rowe with the U.S. Department of Justice was delivered to you on June 23. As the registration statement shows, registrants have been retained for a period of 2 years commencing February 15, 1962, on a monthly retainer of \$1,250 a month. This is an oral agreement which has not been reduced to writing.

Out-of-pocket expenses for airline travel to New York, long distance telephone, mimeographing, etc., are to be reimbursed. Although the client has not been billed for such out-of-pocket expenses and no exact computation of such expenses will be made until the end of the first half of the calendar year, a rough estimate is that such expenses since February are approximately \$300.

There is no contingent fee arrangement of any kind based on the amount of tonnage in the quota for Haiti, or on any other formula. There is no arrangement or understanding of any kind relating to entertainment expenses.

Sincerely,

James H. Rowe, Jr.

U.S. DEPARTMENT OF JUSTICE

Washington, D.C.

REGISTRATION STATEMENT PURSUANT TO SECTION 2 OF THE FOREIGN AGENTS REGISTRATION ACT OF 1938, AS AMENDED

1. (a) Name of registrant: Richard C. O'Hare, Esq., and James H. Rowe, Jr., Esq.

(b) All other names used by registrant during the past 10 years and when used. None.

(c) Address of principal office: 1511 K Street NW., Washington, D.C.

(d) Name of person or persons in charge of principal office: Richard C. O'Hare and James H. Rowe, Jr.

2. (a) Date when registrant was organized or created: February 15, 1962.

(b) State or other jurisdiction in which organized or created: District of Columbia.

(c) Type of registrant's organization: Association.

3. If registrant is a nonbusiness membership organization, state: Not applicable.

4. All partners, officers, directors, and similar officials of registrant: Name and address of official and position, office, or nature of duties: Richard C. O'Hare and James H. Rowe, Jr., Association.

5. All branches and local units of registrant and all other component or affiliated groups or organization: None.

6. Name and principal address of each foreign principal of registrant: Haytian American Sugar Co., S.A., Port-au-Prince, Haiti.

7. State the nature and purpose of registration's representation of each foreign principal named under item 6 and describe fully all activities of registrant for or in the interests of each such foreign principal: Legal representation in connection with sugar quotas as they affect principal.

8. Describe briefly all other businesses, occupations, and public activities in which registrant is presently engaged: General practice of the law.

9. All employees and other individuals, except those named under item 4, who render any services or assistance to registrant, with or without compensation, for or in the interests of each foreign principal named under item 6: None other than office stenographic help.

10. Furnish the following information as to registrant's receipts and expenditures during the 3 months preceding the filing of this statement. The information may, if registrant desires, be furnished for registrant's latest fiscal quarter or other latest fiscal period of not less than 3 months:

(a) All amounts received during the period directly or indirectly from each foreign principal named under item 6, itemized as follows: None.

(b) All amounts received during the period from other sources to be used directly or indirectly for or in the interests of any foreign principal named under item 6, itemized as follows: None.

(c) All expenditures made during the period directly or indirectly for or in the interest of each foreign principal named under item 6, itemized as follows: None.

11. (a) Speeches, lectures, talks, and radio broadcasts arranged or sponsored by registrant or delivered by officials or employees of registrant, during the past 3 months: None.

(b) Publications prepared or distributed by registrant, or by others for registrant, or in the preparation or distribution of which registrant rendered any services or assistance, during the past 6 months: None.

(c) Preparation of publications referred to in answer to (b) above: None.

(d) Distribution of publications referred to in answer to (b) above: None.

12. (a) Registrant's affiliations, associations, or other connections, not fully described above, with foreign governments, foreign political parties, or officials or agencies thereof: None.

(b) Registrant's pecuniary interest in or control over partnerships, corporations, associations, or other organizations or combinations of individuals, not fully described above: None.

13. (a) Ownership of, or supervision, direction, or control over, registrant by all organizations, groups, or individuals: None.

(b) Any subsidy or other financial assistance received by registrant directly or indirectly: None.

14. File the following exhibits with this statement:

Short form registration statement.—File a short form registration statement, on the printed form provided therefor, for each person named under items 4 and 9.

Exhibit B.—File a copy of the agreement, arrangement, or authorization (or if not in writing a written description thereof) pursuant to which registrant is acting for, or receiving funds from, each foreign principal named under item 6.

Exhibit C.—File an exhibit C, on the printed form provided therefor, for each foreign principal named under item 6.

Exhibit D.—If registrant is a nonbusiness organization, file a copy of its charter, constitution, bylaws, or other instruments of organization.

Exhibit E.—File copies of all printed matter referred to under item 11(b), except photographs and moving pictures.

Exhibit F.—File a copy of the agreement or arrangement (or if not in writing, a written description thereof) between the registrant and each business firm or other organization named under item 11 (c) or (d).

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this registration statement and the attached exhibits and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in attached short form registration statements, insofar as such information is not within his (their) personal knowledge.
(Type or print name under each signature)

(Both copies of this statement shall be signed and sworn to before a notary public or other person authorized to administer oaths. The statement shall be signed by the agent or, if the agent is an organization, by a majority of those partners, officers, directors, or persons performing similar functions who are in the United States. If no such person is in the United States, the statement shall be signed and sworn to by the duly authorized representative of the registrant.)

Richard C. O'Hare.

(Signature)

James H. Rowe.

(Signature)

Subscribed and sworn to before me at District of Columbia this 15th day of February 1962.

Notary Public, District of Columbia.
(Signature of notary or other officer)

My commission expires March 31, 1965.

EXHIBITS B AND F

Registrants have been retained for a period of 2 years commencing February 15, 1962, on a monthly retainer of \$1,250 a month commencing February 15, 1962. Out-of-pocket expenses for travel, long-distance telephone, telegraph, mimeographing, etc., will be reimbursed. Retainer agreement has not been reduced to writing. Draft covering first month's retainer received February 14, 1962, and has been submitted for payment.

EXHIBIT C. TO REGISTRATION STATEMENTS UNDER THE FOREIGN AGENTS REGISTRATION ACT OF 1938, AS AMENDED

Furnish this exhibit for each foreign principal of the registrant. This exhibit will not be accepted for filing unless it is reasonably complete and accurate.

1. Name and address of registrant: Richard C. O'Hare, Esq., and James H. Rowe, Jr., Esq., 1511 K Street NW., Washington, D.C.

2. (a) Name of foreign principal: Raytian American Sugar Co., S.A.

(b) Principal address of foreign principal: Port-au-Prince, Haiti.

3. If the foreign principal is a foreign government, state the following: Not applicable.

4. If the foreign principal is an individual (natural person), state: Not applicable.

5. If the foreign principal is not an individual (natural person), or a foreign government, state the following:

(a) Type of foreign principal's organization: Corporation.

(b) Date and place of organization: June 11, 1943¹, Haiti.

(c) All partners, officers, directors, and similar officials of the foreign principal: See attachment 1.

(d) List, if any, all of the foreign principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere: See attachment 2.

6. If the foreign principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state name of such government, political party, or other persons and nature and extent of supervision, direction or control: Supervised by Government of Republic of Haiti in same manner as a domestic corporation supervised by its state of incorporation.

7. If the foreign principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official

¹ Successor to a Delaware corporation of the same name organized in 1916.

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or agency thereof, or by any other person or persons, state name of such government, political party, or other persons and nature and extent of such financing or subsidization: Not applicable.

8. If the foreign principal is not a foreign government, state nature of all its businesses, occupations or functions: Production, sale, and trade of sugar, molasses, sisal, rope, and twine; operation of railroad; banking business; purchase, sale, and lease of land; and general trading.

SHORT FORM REGISTRATION STATEMENT UNDER THE FOREIGN AGENTS REGISTRATION ACT OF 1938, AS AMENDED

This statement is required to be filed by all officers, directors, partners, or associates in conjunction with a registration statement filed in the name of a corporation, partnership, association or other combination of individuals, as the case may be, and by all persons who render services or assistance to the registrant in other than a clerical or secretarial capacity, with or without compensation, for or in the interests of any foreign principal of the registrant. This statement will not be accepted for filing unless it is complete and accurate.

1. Name and address of registrant: Richard C. O'Hare, Esq., and James H. Rowe, Jr., Esq., 1511 K Street NW., Washington, D.C.

2. (a) Your full name: Richard C. O'Hare.

(b) All other names ever used and when each was used: None.

(c) All present business addresses: 1511 K Street NW., Washington, D.C.

(d) All present residence addresses: 5105 Westpath Way, Washington, D.C.

3. (a) Date and place of birth: September 8, 1913.

(b) Citizenship or nationality: United States of America.

4. All visits to or residence in foreign countries during the past 5 years: None.

5. All clubs, societies, committees, and other nonbusiness organizations in the United States or elsewhere, including any active or reserve military or naval forces, of which you have been a member, director, officer, or employee during the past 2 years.

Name and address of organization, nature of connection with organization, and duration of connection: Wesley Heights Club, member, 5 years; Congressional Country Club, member, 5 years; D.C. Bar Association, member, 1 year; Federal Communications Bar Association, member, 10 years; Federal Power Bar Association, member, 10 years.

6. (a) A full description of all activities of any kind in which you are now or expect to be engaged for or in the interests of the registrant or any foreign principal of yourself or of the registrant: Legal representation in connection with sugar quotas as they affect principal.

(b) A brief description of all other businesses, occupations, and public activities in which you are now engaged: General practice of law.

7. (a) Describe in detail the financial arrangement pursuant to which you are rendering services or assistance to the registrant for or in the interests of any foreign principal of the registrant: In association with James H. Rowe, Jr., Esq., have been retained for a period of 2 years beginning February 15, 1962, at a monthly retainer of \$1,250.

(b) Furnish the following information as to all amounts or thing of value received by you, as compensation or otherwise, during the 3 months preceding the filing of this statement, directly or indirectly from the registrant or from any foreign principal of yourself or of the registrant: None.

8. (a) Speeches, lectures, talks, and radio and television broadcasts delivered by you during the past 3 months: None.

(b) All newspapers, magazines, articles, books, pamphlets, press releases, moving pictures, radio and television programs and scripts, and other publications, prepared or distributed by you or by others for you, or in the preparation or distribution of which you rendered any services or assistance, during the past 6 months: None.

9. List all of your connections, not fully described above, with all foreign governments, foreign political parties or officials or agencies thereof: None.

I certify that I have read the information set forth in this statement and am familiar with the contents thereof and that the information herein contained is true to the best of my knowledge and belief.

RICHARD C. O'HARE.

FEBRUARY 15, 1962.

(Two copies of this statement shall be filed. Both copies shall be signed by the person for whom the information contained herein is given. A third copy should be prepared and retained for future reference.)

SHORT FORM REGISTRATION STATEMENT UNDER THE FOREIGN AGENTS REGISTRATION ACT OF 1938, AS AMENDED

This statement is required to be filed by all officers, directors, partners, or associates in conjunction with a registration statement filed in the name of a corporation, partnership, association, or other combination of individuals, as the case may be, and by all persons who render services or assistance to the registrant in other than a clerical or secretarial capacity, with or without compensation for or in the interests of any foreign principal of the registrant. This statement will not be accepted for filing unless it is complete and accurate.

1. Name and address of registrant: James H. Rowe, Jr., 1511 K Street NW., Washington, D.C.

2. (a) Your full name: James Henry Rowe, Jr.

(b) All other names ever used and when each was used: None.

(c) All present business addresses: 1511 K Street NW., Washington, D.C.

(d) All present residence addresses: 3207 Highland Place NW., Washington, D.C.

3. (a) Date and place of birth: June 1, 1909, Butte, Mont.

(b) Citizenship or nationality: United States.

(c) If present citizenship not acquired by birth, indicate when, where, and how acquired: Not applicable.

4. All visits or residence in foreign countries during the past 5 years:

Name of foreign country, purpose of visit or stay in foreign country, and date and port of each departure from and entry into United States: Canada, tourist, August 22, 1961, Piegan, Mont., and August 27, 1961, Niagara Falls, N.Y.; Mexico, business, August 30, 1961, New York, and September 2, 1961, New York.

5. All clubs, societies, committees, and other nonbusiness organizations in the United States or elsewhere, including any active or reserve military or naval forces, of which you have been a member, director, officer, or employee during the past 2 years: Name and address of organization, nature of connection with organization, and duration of connection: Military Order of Carabao, Washington, D.C., member, past 3 or 4 years; National Democratic Club, Washington, D.C., member, past 3 or 4 years.

6. (a) A full description of all activities of any kind in which you are now or expect to be engaged for or in the interests of the registrant or any foreign principal of yourself or of the registrant: Legal representation in connection with sugar quotas as they affect principal.

(b) A brief description of all other businesses, occupations, and public activities in which you are now engaged: General practice of law.

7. (a) Describe in detail the financial arrangement pursuant to which you are rendering services or assistance to the registrant for or in the interests of any foreign principal of the registrant: In association with Richard C. O'Hare, Esq., have been retained for a period of 2 years beginning February 15, 1962, at a monthly retainer of \$1,250.

(b) Furnish the following information as to all amounts or thing of value received by you, as compensation or otherwise, during the 3 months preceding the filing of this statement, directly or indirectly from the registrant or from any foreign principal of yourself or of the registrant: None.

ATTACHMENT 1

5(c) Chairman, Frederick E. Hasler;¹ vice chairman, Henry R. Benjamin;¹ chairman of executive committee, John F. P. Clark;¹ president, P. Bradely Clark;¹ vice president, Albert J. Hill;¹ vice president, Georges Leger;¹ treasurer, L. P. Mongeau; secretary, Fred D. Murray.¹ Other directors: Henry R. Benjamin, Jr., William E. Benjamin, F. Shelton Farr, Meyer Handelman, John P. Ohl, Paul W. Williams. Addresses: care of Haytian American Sugar Co., S. A., Port-au-Prince, Haiti.

ATTACHMENT 2

5(d) La Plantation Dauphin S.A., Cap Haitian, Republic of Haiti; Compagnie des Chemis de Fer de la Plaine du Cul de Sac, Port-au-Prince, Haiti; Haiti West Indies Co., Port-au-Prince, Haiti; Haitian American Development Corp., 120 Wall Street, New York, N.Y.; Haytian Purchasing Corp., 120 Wall Street, New York, N.Y.; Republic Cordage Corp., 120 Wall Street, New York, N.Y.; Caribbean American Trading Co., S.A., Panama City, Republic of Panama; International Sigel Co., 120 Wall Street, New York, N.Y.; Citadel Manufacturing Corp., S.A., Cap Haitian, Republic of Haiti.

¹ Also director.

INDIA

DAWSON, GRIFFIN, PICKENS & RIDDELL,
Washington, D.C., June 25, 1962.

Hon. HARRY F. BYRD,
Chairman, Committee on Finance,
U.S. Senate, Washington, D.C.

DEAR MR. CHAIRMAN: In testifying before your committee on Friday, I suggested several times that our agreement with the Indian Sugar Mills Association be made a matter of record with the committee so that there would be no misconception and the committee might have all the facts before it.

I did this because an effort was being made to incorrectly characterize our agreement as contingent on the quota allocated.

In this connection the agreement is on public record with the Department of Justice and open for public inspection so that there is nothing secret about it. You will note we filed the complete agreement and not a summary as might have been done.

We are now pleased to send herewith a copy of the agreement as filed with the Department of Justice. It provides for services to be rendered in the event the Sugar Act is effective for 1, 2, or 3 years and is in no way contingent upon the amount of the quota that might be allocated, whether it be 1 ton or a million tons—the fee would be the same.

We are sure you recognize that if a quota is allocated there will be continuing services required through the period of the act. We have testified and made a matter of record that every dollar received by India for sugar sold under the act will be spent in the United States for U.S. products. This will require our continuous advice and review. All sugar and other contracts relating to sale of sugar and purchase of other items in the United States must be carefully considered and approved by us. There will no doubt be constant continuing relations with the Departments of Agriculture, State, and Commerce. It will be our responsibility to carry out representation before these Departments.

The bill provides for a temporary quota which must be reconsidered each year by the Congress, therefore, we must anticipate further representation there. Should the bill provide for a global quota, then continuing representation will be needed to present the interests of our client to the departments of the executive branch concerned.

Thus it can be clearly seen that the contract is prospective as to the service to be rendered and has no relationship to any amount of quota. The only contingency is with respect to the amount of work required on our part.

While a great deal more work will be required on our part, we feel that the offer we have made on behalf of our clients, that every dollar received will be spent in the United States, is in the decided best interest of American business and agriculture and that the act will thus benefit both countries.

We believe that where a country such as the United States is providing millions of dollars in aid and is extending substantial benefits in trade, it should on the other hand endeavor to secure as many trade benefits as possible for itself and thus give substance to the desire for "trade not aid."

Sincerely yours,

James W. Riddell.

DAWSON, GRIFFIN, PICKENS & RIDDELL,
Washington, D.C., May 21, 1962.

Mr. D. D. PURI,
Indian Sugar Mills Association,
(Export Agency Division),
Care of the Embassy of India,
Washington, D.C.

DEAR MR. PURI: As a result of the series of conferences concluding Friday, May 18, 1962, I am pleased to inform you that we, Messrs. Dawson, Griffin, and Riddell of the above-entitled firm, will use our best efforts to advance the interests of the Indian Sugar Mills Association (Export Agency Division) and of the

Republic of India before the executive departments and the Congress of the United States in obtaining a sugar quota allocation for India under the provisions of the Sugar Act of 1948, as amended, and specifically under the Sugar Act Amendments of 1962.

It is understood between us that our compensation shall be as follows:

(1) If the Sugar Act Amendments of 1962 extend the Sugar Act of 1948, as amended, for a period of 3 years or longer, then \$33,000 per year, but not to exceed \$99,000, together with expenses not to exceed \$5,000 per year, and not to exceed a total of \$15,000.

(2) If the Sugar Act Amendments of 1962 extend the Sugar Act of 1948, as amended, for a period of 2 years, then \$33,000 per year, together with expenses not to exceed \$5,000 per year.

(3) If the Sugar Act Amendments of 1962 extend the Sugar Act of 1948, as amended, for a period of 1 year, then \$50,000 per year, together with expenses not to exceed \$5,000 per year.

It is also understood between us that in the event the Sugar Act Amendments of 1962 are enacted by the Congress without any consideration being given to the position of India by the terms of the legislation, this understanding of employment between us shall be terminable at the election of the Indian Sugar Mills Association (Export Agency Division), and that we shall be entitled in that event only to that compensation referred to in the above-numbered subparagraph (3), that is to say, \$50,000 together with any expenses not to exceed \$5,000 incurred on behalf of the association.

Sincerely yours,

James W. Riddell.

Accepted:

INDIAN SUGAR MILLS ASSOCIATION (Export Agency Division),
By *Shri D. D. Puri.*

IRELAND

WASHINGTON, D.C., June 25, 1962.

MRS. ELIZABETH B. SPRINGER,
Chief Clerk,
Senate Finance Committee,
Washington, D.C

DEAR MRS. SPRINGER: I have your telegram of June 23 in which you request that I file for the record of the sugar hearings a statement of my agreement with my principal, particularly with respect to the fee or payment made or to be made for representing the Irish Export Board on the sugar bill.

I am enclosing herewith a copy of exhibit B to my Department of Justice registration statement which provides the information requested.

Sincerely yours,

George Bronz.

EXHIBIT B

FOREIGN AGENTS REGISTRATION No. 1545

I was asked to act for the Irish Export Board in connection with pending sugar legislation orally. No explicit agreement, written or oral, was made with respect to compensation for such services. I expect to bill at my usual hourly rate (\$35 per hour) for the time spent. No contingency of any kind is involved. Since I have performed legal services for this client on prior occasions, and have billed and been paid on the basis described above, I have simply taken it for granted that my current billings would be figured in the same way. I will also bill for out-of-pocket expenditures, the largest of which, to date, has been the cost of duplicating the statements filed with the House and Senate committees. I have made no expenditures for entertainment, and do not anticipate making any.

George Bronz.

MAURITIUS

GARDNER, MORRISON & ROGERS,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: In accordance with your telegram, I am enclosing a copy of the agreement of this firm with the Mauritius Sugar Syndicate, dated June 29, 1961.

Pursuant to this agreement there was remitted to us on July 26, 1961, \$11,121.89 and on January 12, 1962, \$11,220.95. Each of these amounts was the then dollar equivalent of 4,000 pounds sterling. No additional fees are payable to us under this agreement regardless of whether Mauritius obtains a sugar quota.

To date we have incurred the following expenses:

Oversea telephone and cable	\$54. 64
Duplicating.....	89. 54
Taxicabs and miscellaneous.....	40. 20
Total.....	184. 38

We have not yet asked our client for reimbursement of these amounts but we expect to claim reimbursement in due course, since our agreement provides for reimbursement of out-of-pocket disbursements for such matters as cables, long-distance telephone, and printing or duplicating expense.

Of the total amount of \$184.38, \$34.49 was spent on or before December 31, 1961, and was shown in our report filed with the Secretary of the Senate under the Federal Regulation of Lobbying Act and with the Department of Justice under the Foreign Agents Registration Act. During the first quarter of 1962, we spent \$1.95, and this amount was shown in our report under the Federal Regulation of Lobbying Act filed for the first quarter of this year. The remainder of the \$184.38 will be covered in our report under the Lobbying Act for the second quarter of 1962 and in our report under the Foreign Agents Registration Act for the first 6 months of 1962.

Very truly yours,

Ralph W. Gardner.

WASHINGTON, D.C., June 29, 1961.

GARDNER, MORRISON & ROGERS, Washington, D.C.

GENTLEMEN: On behalf of the Mauritius Sugar Syndicate, the sole agency for marketing all sugar produced in Mauritius, I would like to confirm the arrangements which I discussed with you in Washington.

Under this arrangement, you agree to act as our legal representative for the purpose of obtaining a quota for the importation of Mauritius sugar into the United States. The period of this arrangement will run from the present through December 31, 1962. During that period, you undertake to use your best efforts in all proper ways to represent our interests in obtaining a sugar quota. Your representation will include any presentations that may be necessary before all branches and agencies of the U.S. Government.

For your services we agree to pay you the equivalent in dollars of £8,000 sterling, plus your actual out-of-pocket disbursements for such matters as cables, long-distance telephone, and printing or duplicating expense. However, we will not be liable to reimburse you for expenses greater than £100 sterling unless you obtain specific authorization from us. The fee of £8,000 will be paid in two portions. The first portion of £4,000 will be remitted to you within 30 days after the date of this letter; the second portion of £4,000 will be remitted during the month of January 1962.

In employing you, we understand that, while we believe there to be sound merit in Mauritius' case for a sugar quota, there is no assurance that Mauritius will in fact be able to obtain a quota. Your fee will therefore be paid regardless of

whether Mauritius obtains a quota and regardless of the amount of the quota. It is expressly understood that the compensation you are to receive will be the total compensation for the services rendered during the period of your employment even though there is obtained for Mauritius during this period quotas for years subsequent to the year 1962.

In our discussions we recognized that, because of changes in the international situation with respect to Cuba, the situation might develop where it would appear that no useful purpose would be served by your continuing to represent us. It is therefore our agreement that if, prior to January 1, 1962, the situation with respect to Cuba has so changed that it appears there is no longer any need for your services, we are at liberty to advise you in writing, prior to January 1, 1962, that your services will no longer be needed. Under those circumstances, it is agreed that you will be entitled to retain the first payment of £4,000 but that this will be a complete discharge of our liability to you, and that we will not be liable to pay the second installment of the fee for your services.

Please advise me whether this letter states our understanding correctly.

Very truly yours,

J. J. Koenig,

(For and on behalf of Mauritius Sugar Syndicate).

MEXICO

CHAPMAN AND FRIEDMAN,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Committee on Finance, U.S. Senate,
Washington, D.C.

DEAR MRS. SPRINGER: Pursuant to your telegraphic request of June 23, 1962, I am forwarding herewith copies of the correspondence constituting the contract between my firm and the Union Nacional de Productores de Azucar, S.A. de C.V., which includes all fee or payment provisions for representing this client on the sugar bill. You will note that I have included the original Spanish version of the contract, as well as the English translation thereof.

Sincerely yours,

Oscar L. Chapman.

UNION NACIONAL DE PRODUCTORES DE AZUCAR, S.A. DE C.V.,
Mexico, D.F., February 1, 1961.

Mr. OSCAR L. CHAPMAN,
Mexico, D.F.

DEAR MR. CHAPMAN: In accordance with your request we have made the translation of our agreement with you, dated January 11, 1961, and I enclose an original and one copy of this translation which I have read.

Sincerely yours,

Federico Patiño G., Dirección General.

Mr. FEDERICO PATIÑO G.,
General Director of the Unión Nacional de Productores de Azúcar, S.A. de C.V.,
Mexico, D.F.

DEAR MR. PATIÑO: In reference to your letter of this date and in accordance with our understanding, I want to confirm the following:

That if the American Government should impose additional taxes on the importation of sugar from Mexico under the quota, you and I by common agreement shall make a suitable adjustment on the bonus per ton to be paid.

Sincerely yours,

Oscar L. Chapman.

I accept the terms of the foregoing letter.

UNION NACIONAL DE PRODUCTORES DE AZUCAR, S.A. DE C.V.
Federico Patiño G., Dirección General.

[Translation from the Spanish text of original agreement made January 11, 1961. Oliver M. Kisch. I have read the present English version. Federico Patiño G.]

UNION NACIONAL DE PRODUCTORES DE AZUCAR, S.A. DE C. V.,
Mexico, D. F., January 11, 1961.

Mr. OSCAR L. CHAPMAN,
Washington, D.C.

DEAR MR. CHAPMAN: This confirms the arrangements made between you and ourselves, by virtue of which you will be charged with the activities that you and we may judge necessary to obtain assignment in the American market of the best possible sugar quotas for Mexico, to arrange other sales of sugar that might be made in conformity with the American laws, and to cooperate with us for the fulfillment of such objectives.

The term of our agreement will be 4 years—beginning January 1, 1961:

For your services we shall pay an annual fee of Fifty Thousand Dollars U.S. Currency (\$50,000.00) in quarterly payments of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the first day of the months of January, April, July, and October of each year, and in addition to the above we shall pay for one time only Twenty Five Cents (\$0.25) per ton of increase in our basic or permanent quota of sugar exports to the American market, which amounted to 115,809 tons in 1960.

36 STATEMENTS BY DOMESTIC AND FOREIGN SUGAR PRODUCERS

For those indispensable expenses that you may have to make for our account in connection with your activities, we shall reimburse you on presentation of suitable verification.

Should you accept the terms herein stated we would appreciate it if you would signify your conformity by signing the attached copy of this letter.

Sincerely yours,

**UNION NACIONAL DE PRODUCTORES
DE AZUCAR, S.A. DE C.V.,
*Federico Patiño G., Dirección General.***

I accept the terms of the foregoing letter,

Oscar L. Chapman.

NICARAGUA

WASHINGTON, D.C., June 26, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: Per my quarterly report filed pursuant to the Federal regulation of the Lobbying Act, the affiant, I. Irving Davidson, as a registered foreign agent for the Government of Nicaragua, considers that lobbying regarding the Nicaraguan sugar quota comes under the many duties he performs for that Government.

I have no specific agreement with the Government of Nicaragua concerning any compensation for my lobbying activities for the sugar quota. If needed, the sum of \$500 will be allotted for these expenses from my overall public relations fee.

Sincerely yours,

I. Irving Davidson,
Registered Agent, Government of Nicaragua.

PURCELL & NELSON,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This is in reply to your telegram of June 23, 1962. We have no formal agreement with our client, Nicaragua Sugar Estates, Ltd. (NSEL). In October 1960 NSEL agreed to pay us a retainer of \$1,250 for the quarter ending December 31, 1960. This arrangement for a quarterly retainer has continued since that time. It is understood that if during any quarter our fees based on our normal charges for professional services exceed \$1,250, such additional amount will be paid by NSEL. NSEL has also agreed to reimburse us for out-of-pocket expenses such as telephone, telegraph, transportation, translations, stenography, and postage. No expenses have been incurred for entertainment. There is attached a schedule which indicates that from October 1960 to date we have received payment for fees and expenses aggregating \$9,864.91.

Our initial representation of NSEL was undertaken in February 1960 at which time it was agreed that we would receive an initial retainer of \$2,500 against which we would apply our charges for professional services. As the attached schedule also shows, for the period February 2, 1960, through September 30, 1960, we received payments for fees and expenses totaling \$5,190.28.

Compensation to this firm from NSEL is not contingent upon the outcome of legislation pending before the Congress, upon sugar shipments to the United States from Nicaragua, or other events. Our representation is terminable at any time.

In connection with its representation of NSEL, this firm has registered under the Foreign Agents Registration Act and the Federal Regulation of Lobbying Act and has filed periodic reports of the amounts received for services and expenses as required by those acts.

Very truly yours,

Ganson Purcell.

PURCELL & NELSON

Fees and reimbursement of expenses received for representation of Nicaragua Sugar Estates, Ltd., Feb. 2, 1960 through June 30, 1962

Feb. 2 through Sept. 30, 1960:

Initial retainer	\$2, 500. 00
Additional fees	2, 500. 00
Expenses	190. 28
Subtotal	<u>5, 190. 28</u>

Oct. 1, 1960 to June 30, 1962:

7 quarterly retainer payments of \$1,250 each	¹ 8, 750. 00
Additional fee for January through March 1962	750. 00
Expenses	364. 91
Subtotal	<u>9, 864. 91</u>

Total

	<u>15, 055. 19</u>
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¹ During May and June 1962, extensive work has been done in connection with the preparation of evidence for presentation before the House Committee on Agriculture and the Senate Finance Committee. Charges for services rendered during the current quarter are, therefore, expected to exceed substantially the \$1,250 retainer. Expenses for the period have not been determined but will not differ in nature from those previously incurred.

PANAMA

ROBERTO MOTTO & CIA., LTDA.,
Panama, R. de P., June 18, 1962.

Mr. WESLEY E. McDONALD,
Washington, D.C.

DEAR MR. McDONALD: I had not answered your letters, as just after I returned from Washington I had to leave for Central America and only returned on Saturday; in other words, I was away over 3 weeks and I only went for 1.

I have taken note that in your letters of May 31 and June 6 you enclose copies of letters that the different Congressmen of the Agricultural Committee wrote you in answer to yours, but you have not mentioned anything about the definite quotas. I hope that you have kept in touch with some of the Congressmen, and possibly spoken to Chris from time to time to see how things are coming. In fact, I have put a call for her right now, as I have not heard from Washington since I returned.

As promised, I am attaching hereto check for \$500 as I told you we would do the last time I spoke to you in Washington. I would appreciate your acknowledging receipt of this remittance, and at the same time advise us if you have heard any news on the final bill, as you will recall this is got to be a law of the country by the end of June, that is, signed by President Kennedy.

With nothing further for the moment, I remain,

Yours very truly,

Roberto Motta.

ROBERTO MOTTA & CIA., LTDA.,
Panama, R. de P., July 5, 1960.

Mr. WESLEY E. McDONALD,
Washington, D.C.

DEAR MR. McDONALD: Thanks very much for your letters of the 24th and 27th of June, which were not answered before because I had to leave on an unexpected trip to Costa Rica and El Salvador, and only returned yesterday. In fact, I spoke to Chris Gallagher from Salvador and she told me that she had called you requesting that you write me and inform us the latest developments. This was done by you in your letter of the 27th.

I have read in the papers of the long session that the Congress and Senate had on Sunday, and that they finally gave the President the power to adjust the sugar quotas, but it does not state clearly how the bill was finally passed.

On June 27 Chris dropped me a line enclosing a brief summary of the committee sugar bill, dated June 27, whereby it states that the 5 nations whose quotas are presently between 3,000 and 10,000 tons, a sufficient quantity to bring each of them up to 10,000 tons. Of course, Panama is included. I wish that by return airmail you would send me a copy of the final bill as passed by the Congress and Senate.

Regarding your fee of \$1,500 to represent the interest of the Panama sugar group before both branches of Congress, I have discussed it with the Asociacion Nacional de Azucareros, and they are in accord. In the last paragraph of your letter of June 24 you request that we pay a reasonable retainer now and the balance paid when work is performed. Will you please advise us by return airmail the amount that you consider we should advance at this moment.

Trusting that I will soon be hearing from you, I remain,

Yours sincerely,

Roberto Motta.

JUNE 16, 1960.

Mr. ROBERTO MOTTA,
Panama, Republic of Panama.

DEAR MR. MOTTA: I am as regretful as I can be that I have been unable, until today, to write you as per our conversation of last week concerning my representing the Asociacion Nacional De Productores De Asucar in the matter of the hearing which will be held either this session or the next session of Congress on the matter of securing increased sugar quotas for the Republic of Panama.

I am writing now to advise you I would be glad to represent the association at any hearing or hearings held before the Senate committee on the matter of increasing the quota of sugar for Panama for a fee of \$1,500, with the association to pay additional costs for the preparation of graphs or other expenses incurred in behalf of the association.

I have today talked to the clerk of the Senate Finance Committee who advises me it is still the intention of the Senate Finance Committee to hold hearings on the question of the extension of the Sugar Act of 1948, but as to when these hearings could be held is something they could not state at this time due to the fact the entire question is still pending on the House side.

I would be glad to keep you advised from time to time as to the progress and also to the specific question as to whether or not, or when, the hearings before the Senate Finance Committee will be held.

Will you please be so kind as to submit my proposal to your group and advise me if it meets with their approval. It is rather difficult to state a fee on this basis, but, if for any reason this proffer is unsatisfactory, I would be glad to discuss the matter with you.

With kindest regards and assuring you it was a distinct pleasure to have met you in my office last week and looking forward to hearing from you, I am,

Sincerely yours,

Wesley E. McDonald, Sr.

PERU

NEW YORK, N.Y., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee, New Senate Office Building, Washington,
D.C.:

Re your telegram of June 23, I testified as an official of W. R. Grace & Co. which own sugar properties in Peru. This was done at the request of other Peruvian sugar producers. I have no agreement with and will receive no payment from the Peruvian producers.

John C. Duncan,
Executive Vice President, South American Group, W. R. Grace & Co.

PHILIPPINES

PHILIPPINE SUGAR ASSOCIATION,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: Enclosed you will find photostatic copies of the best written documents I can produce to comply with your telegraphic request for "a copy of your agreement with your principal, including any fee or payment for representing your client on the sugar bill." You will observe that there are (a) a copy of the resolution adopted by the Philippine Sugar Association which followed some years of employment as general counsel of the Philippine Sugar Association in Washington, D.C., and (b) copy of a letter of the National Federation of Sugarcane Planters confirming a representation in Washington of this group.

Hoping that this is what you want and with thanks and personal regards, I am,
Sincerely yours,

John A. O'Donnell.

RESOLUTION

Whereas John A. O'Donnell, Esq., of 1025 Connecticut Avenue NW., Washington, D.C., for a number of years has acted as general counsel in Washington of the Philippine Sugar Association; and

Whereas the Philippine Sugar Association wishes to employ the services of said John A. O'Donnell, Esq., as such general counsel for a further period of time upon the terms and conditions hereinafter set forth: Now, therefore, be it

Resolved, That commencing January 1, 1961, John A. O'Donnell, Esq., be and he is hereby employed as general counsel in Washington of the Philippine Sugar Association, said employment to continue until December 31, 1962, with extension thereafter on annual basis subject to mutual agreement.

During said period from January 1, 1961, to December 31, 1962, the Philippine Sugar Association shall cause to be deposited in the bank account of the Philippine Sugar Association in Washington, D.C., the sum of \$2,500 per month in U.S. currency, it being the intention of the Philippine Sugar Association to pay into its account in Washington, D.C., the sum of \$2,500 per month until the termination of the employment of said John A. O'Donnell, Esq., on December 31, 1962, it being understood that the amount of \$2,500 may be further increased if deemed necessary subject, however, to the approval of the executive committee of the Philippine Sugar Association.

During the period of his employment said John A. O'Donnell, Esq., shall make disbursements from said bank account of the Philippine Sugar Association in Washington, D.C., as he in his discretion may consider appropriate and at such times as he may consider convenient; such expenditures shall include among others but shall not be limited to office rental, bookkeeping, administrative assistance, clerical and stenographic employees, counsel and legal fees, publicity, education, and public relations.

Said John A. O'Donnell, Esq., shall have authority to direct such amounts as he may consider proper from said bank account of the Philippine Sugar Association in Washington, D.C., to his personal benefit and only such amounts as he may direct to his benefit shall be regarded as compensation or income to him for his services to the association.

All other disbursements made by said John A. O'Donnell, Esq., for the benefit of the Philippine Sugar Association from said bank account shall not be considered personal compensation or income for said John A. O'Donnell and no amount shall be considered as personal compensation or income unless so indicated on the books of account and records of said John A. O'Donnell, Esq.; be it further

Resolved, That a copy of this resolution be transmitted to John A. O'Donnell, Esq., of Washington, D.C., and his acceptance of the terms hereof shall be construed as a contract upon the terms specified in the resolution.

Conforme:

JOHN A. O'DONNELL.

NATIONAL FEDERATION OF SUGARCANE PLANTERS,
Manila, Philippines, May 19, 1961.

Mr. JOHN A. O'DONNELL, Esq.,
Washington, D.C.

DEAR MR. O'DONNELL: By this letter, we beg to offer for your kind consideration our desire to retain your services to represent the National Federation of Sugarcane Planters of the Philippines in connection with the undertaking and the work for the protection of the sugar industry of the Philippines, more particularly, our quest for a bigger sugar quota in the United States.

I have personally conferred with Mr. Manuel Elizalde, the president of the Philippine Sugar Association, on this matter, and I am pleased to inform that Mr. Elizalde interposes no objections to our offering you a retainer fee to represent the sugarcane farmers of the Philippines affiliated to the National Federation of Sugarcane Planters.

For your information, practically all the sugarcane farmers of the Philippines, numbering approximately 25,000, are affiliated to our organization through their respective associations, the list of which is herewith attached with their corresponding presidents.

In furtherance of the above, we are offering you a monthly retainer of \$500. Mr. Ramon Nolan, our executive secretary, has been instructed to supply you with further details.

Your kind acceptance of the above would be highly appreciated.

Very truly yours,

Jose Mapa Gomez, President.

Accepted:

John A. O'Donnell.

EL SALVADOR

WILKINSON, CRAGUN & BARKER,
Washington, D.C., June 25, 1962.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This letter is in response to your telegram of June 23, 1962, requesting by Tuesday morning, June 26, a copy of our agreement with our client, the Sugar Producers Association of El Salvador, including any fee or payment for representing them on the sugar legislation.

This agreement was entered into on Thursday, June 21, 1962, and a copy is attached to this letter. There was no prior representation on behalf of this client by this firm. The 1962 basic retainer of \$10,000 provided for in the agreement was received today, June 25, 1962. For your further information, registration pursuant to section 2 of the Foreign Agents Registration Act of 1938, as amended, is being complied with in the time provided for in the act.

Sincerely,

Rocco C. Siciliano.

WILKINSON, CRAGUN & BARKER,
Washington, D.C., June 21, 1962.

Mr. EUGENIO AGUILAR QUIROS,
Asociacion Azucarera de El Salvador,
San Salvador, El Salvador

DEAR MR. AGUILAR: This letter is to confirm the understandings reached during our discussion of today.

It is understood and agreed that we shall perform for the Asociacion Azucarera de El Salvador such legal services as required in the representation of the best interests of the Asociacion Azucarera in the United States. These services shall include representation before the pertinent branches of the U.S. Congress and of the executive departments as may be necessary. In this connection, it is recognized that the establishment of a basic quota of 20,000 tons to El Salvador is needed by the sugar industry there to maintain the economic and social reforms instituted by it in that country.

These services will be compensated as follows:

- (1) \$10,000 basic retainer for calendar year 1962.
- (2) Should further services be desired during calendar year 1963 a basic retainer of \$15,000, payable in equal installments at the beginning of each quarter.
- (3) Reimbursement of necessary expenses including travel will be paid upon proper itemization.

Sincerely yours,

Rocco C. Siciliano,

Accepted:

Eugenio Aguilar Quiros,
(On behalf of Asociacion Azucarera de El Salvador)

REPUBLIC OF SOUTH AFRICA

CASEY, LANE & MITTENDORF,
New York, N. Y., June 25, 1962.

Re Testimony on Sugar Extension Act.

Mrs. ELIZABETH B. SPRINGER,
Chief Clerk, Senate Finance Committee,
Washington, D.C.

DEAR MRS. SPRINGER: This letter constitutes a response to the telegram request handed to me at the hearing on last Saturday afternoon, June 23, a copy of which was at my office this morning. In response to the request made by Senators Fulbright and Douglas, for details of our agreement with our client, I incorporated the basic information in the testimony which I gave on Saturday. I have had an opportunity to supplement that statement today with information which I promised Senator Douglas I would supply. Therefore I believe that I have complied with the committee's request.

However, out of an excess of caution I shall set forth below the outline of my firm's agreement with our client, the South African Sugar Association (hereinafter SASA).

Casey, Lane & Mittendorf, through Mr. Casey, and SASA, through its chairman, agreed verbally in May 1961, to the representation of SASA, by Casey, Lane & Mittendorf on any commercial interests which SASA might have in the United States, and particularly with respect to SASA's access to the American sugar market. The basis of our representation of SASA was that Casey, Lane would be paid in accordance with the time charges expended by partners and associates of the firm at rates ranging from \$12.50 to \$50 an hour, depending upon which partner or associate worked on the matter. In addition, Casey, Lane & Mittendorf would necessarily be reimbursed for any disbursements made by the firm on behalf of SASA, including such items as travel expense, cable charges, telephone, printing, and photostating.

At the time that the relationship commenced, Casey, Lane & Mittendorf neither asked for nor received any retainer from SASA. There was no provision made for any entertainment allowances of any sort, and there was absolutely no element of contingency in that the firm expects to be paid entirely on the basis of time expended in the same way that we work for any of our other clients. Casey, Lane will be paid whether or not SASA ships a single ton or 100,000 tons of sugar to the American market.

The work which has been done by Casey, Lane on behalf of SASA has involved assistance to SASA in February and March of this year in connection with a proposal submitted to the Department of Agriculture for the purchase of 65,000 long tons of wheat by the Republic of South Africa in exchange for the granting of a nonquota sugar allocation to South Africa in the amount of 30,000 short tons of sugar.

SASA has not as yet been billed for this work, but time charges through March indicate approximately \$4,900. During that period there were disbursements, including photostats, transportation, telephone, and cables of \$49.45.

I anticipate that when my partner, Mr. Casey, returns from Europe within the next 10 days, a statement will be sent to SASA.

Very truly yours,

John R. Mahoney.

