

Gerald Ford Confirmation Hearings before
Senate Rules and Administration Committee

Monday, Nov. 5, 1973

Now, in my files I have letters from the following, urging that I take action to help in the change of immigration status for Dr. Buytendorf. Dr. Somers H. Sturgis, clinical professor, obstetrics and gynecology, Harvard Medical School of Boston; Dr. Seymour L. Romney, professor chairman, Albert Einstein College of Medicine, Bathsheba University Department of Gynecology and Obstetrics, Bronx, N. Y.; Dr. Lewis L. Kobkins, medical director, Hillside Hospital, Glen Oaks, N. Y.; Dr. Harold S. Essicover, director of residency training, Hillside Hospital, Dr. Winfield H. Scott, associate professor, medical psychology, University of Maryland, Baltimore, Md.

All five of these obviously professional experts attested to Dr. Buytendorf's unique qualifications, as one of only six or seven of such doctors in the United States, and that it would be of great benefit and service to the United States if Dr. Buytendorf's status was adjusted.

As a result of their interest, primarily, we worked on trying to get his status changed. We went through the routine of HEW, we went through the board review. The subsequent result was, I think, that in 1968 or thereabouts, because of the special competence of Dr. Buytendorf, his status was changed.

Now, that is one specific case where my office worked and helped on a case that was brought to the office by Mr. Winter-Berger.

Now, the case of Francis Kellogg, I guess, came to my office at the initial request of Mr. Winter-Berger. We went into that in greater detail, and I would like to point out that the allegations made by Mr. Winter-Berger concerning Mr. Kellogg are not only refuted by me, but I understand the committee has an affidavit from Mr. Kellogg denying all charges made by Mr. Winter-Berger, except the \$25,000 which he gave to the Republican Party in 1968, before I knew him, and the \$3,000 which Mr. Kellogg gave to the Republican boosters.

The rest of the \$95,000 or \$100,000 which Mr. Winter-Berger alleges is denied categorically by Mr. Kellogg.

Now, I would say there is another matter of the alleged employment of a young man by the name of Steven Taylor, who is a son or grandson of a prominent Republican in California. The young man wanted a job as an intern in the summer, working for a Republican Congressman or some Republican organization. We have checked the records, and Mr. Steven Taylor, the young man, did work as an intern for one of the Republican organizations, but he was never on the payroll. He was here at his own expense and did contribute his services.

To my knowledge, there was no compensation to, or contribution given, by Mr. Winter-Berger and/or his father or grandfather, in relationship to this summer employment.

The CHAIRMAN. You said "Mr. Winter-Berger," did you mean Mr. Taylor?

Mr. Ford. No contribution made by Mr. Taylor, senior, the father or the grandfather. As far as I can recollect offhand, those are the only matters—well, one other matter.

On one occasion, maybe two, Mr. Winter-Berger talked to me about a world calendar, which I didn't think had very much favor either here or elsewhere in the world. Apparently he had some client that wanted to get some public endorsement; I never made such a public endorsement. He did talk to me about it.

Now, there is another matter. He came in one time to see me about a radio station matter in Kentucky. If my recollection is correct, he came in in February that year, or wrote me about it. I looked through my correspondence over the weekend; I got the letter sometime early in February, sometime in March. About a month later, I called Senator John Sherman Cooper and asked what he knew about it. After talking to Senator Cooper, well, I forgot about it, and told Mr. Winter-Berger it was something I had no intention of getting involved in.

To the best of my recollection that is the total number of matters on which I or my office worked. We did turn him down on a matter called the "Guterman matter," which was very involved, and I said I would have no part of it.

The CHAIRMAN. Now, Mr. Ford, it has been stated that as a member of the Warren Commission, you voluntarily accepted constraints which all the members of the Commission accepted, providing that you would not publish or release any proceedings of the Commission.

You did, however, in association with another, publish a book and provide material for a Life magazine article on the proceedings of the Commission. Do you feel this was a violation of your agreement?

Mr. Ford. To my best recollection, Mr. Chairman, there was no such agreement, but even if there was, the book that I published in conjunction with a member of my staff who worked with me at the time of the Warren Commission work—we wrote the book, but we did not use in that book any material other than the material that was in the 26 volumes of testimony and exhibits that were subsequently made public and sold to the public generally.

The CHAIRMAN. The committee has been advised that you were paid \$5,000 for the Life article, \$10,000 by Simon and Schuster for the book, \$3,000 by Ballantine Books for a reprint, for a total of \$18,000 plus royalties. Could you tell us if these figures are correct, and what the final total was, including royalties?

Mr. Ford. Well, let's take the Life article first.

It was agreed that subsequent to the publication of the Commission report, that I would write an article for Life magazine, giving my impression as a member of the Commission, and my feeling toward the report individually, as a member of the Commission. I did write that article, it was published after the Commission report was made public by President Johnson. I did receive the \$5,000 for the article, in two checks. One, a \$4,000 check which I divided three ways, between former Congressman John Ray, of New York, who came down here voluntarily, paid all his own expenses and worked with me for 9 months in helping me in my responsibilities as a member of the Commission.

Mr. Ray, who was a very distinguished Member of the House of Representatives, had been, prior to his service in the House, a member of the—well, as I understand it, the general counsel for A. T. & T. He retired, and then when I was appointed to the Warren Commission, he volunteered his time at no expense to the Government.

Another member of my staff at that time was John R. Stiles, of Grand Rapids. He came down and worked for me; I put him on my payroll at compensation just to pay his expenses while he was living in Washington and working with me on the Commission report.

I divided that \$4,000 three ways: I gave Mr. Ray approximately \$1,333, I gave Mr. Stiles \$1,333, and I kept the third share myself. The \$1,000 which came in subsequently, I kept for myself.

Now, on the book which was published, the name of it was "The Portrait of An Assassin." This book came out almost a year after the Commission report was filed. I felt, and my coauthor felt, that the Commission report was a sound document. I supported it then and I support it today. But it was pretty heavy reading, Mr. Chairman. So Jack Stiles and I thought we could make a better, more readable presentation of the Commission's conclusions by primarily using the testimony of the witnesses themselves—and that testimony was all a matter of public record.

We made a contract with Simon and Schuster in which they advanced us, as I recall, \$10,000, which Mr. Stiles and I divided between us. We checked the other day with Simon and Schuster to see how well it sold, and I am told that when they got all through with the publication of the book and sales they came out about \$3,000 in the red. So it wasn't a best-seller, by any means, by any stretch of the imagination. I am not familiar with the \$3,000 from Bantam Books. I will check my records, but—

The Chairman: Ballantine, Mr. Ford; Ballantine.

Mr. Ford: Ballantine? Excuse me, I know we did make an arrangement for a paperback publication, but if my recollection is accurate, we had minimal benefits from that—far less than \$3,000. I will check the records and supply the committee with whatever the facts are. [Material subsequently received by the committee from Congressman Ford is as follows:]

CONGRESS OF THE UNITED STATES,
OFFICE OF THE MARGARET LEADER,
HOUSE OF REPRESENTATIVES,
Washington, D. C., November 7, 1973.

Hon. HOWARD W. CANNON,
Chairman, Committee on Rules and Administration, U.S. Senate,
Washington, D. C.

Dear Mr. Chairman: A question was raised at the hearing on November 5 concerning the extent of payments, if any, to me for publication in a paperback edition of "Portrait of the Assassin."

On going back through my records, I find that the paperback publishing rights were covered by the publishing agreement made with Simon and Schuster, copy enclosed, which provided for an advance against future royalties to the co-authors of \$10,000.

Royalty statements from Simon and Schuster to my publication agent, William Morris Agency, show that earnings for the paperback edition from Ballantine Books were paid to Simon and Schuster and credited against the advance. Even after such credits and after credits for earned royalties on the hard back edition, the balance remaining of the advance at the time of the last royalty statement on September 30, 1967, was \$3,348.86.

Warmest personal regards.

Sincerely,
Gerald R. Ford, M.C.

SIMON AND SCHUSTER, INC., PUBLISHERS,
630 Fifth Avenue, New York 20, N.Y.

PUBLISHING AGREEMENT

Simon and Schuster, Inc. (hereafter called the "Publisher") and Agent Gerald R. Ford & John R. Stiles, William Morris, 1740 Broadway, New York, N.Y. (hereafter called the "Author"), agree:

First.—The Publisher
(a) shall publish in book form the Author's work now entitled *Biography of an Assassin*, (hereafter called the "literary work") on or before Spring 1965, for sale at a catalog retail price of not less than \$5.95 for the trade edition; (b) shall pay the author \$10,000 on request, such sum to be an advance against

(1) royalties at the following rates, for sales of the trade edition: 10% of the catalog retail price on the first 5,000 copies sold; 15% of the catalog retail price on all copies sold thereafter; less returns.

(ii) 50% of the proceeds received on disposition of the other primary rights;
(iii) In accordance with the special provision in Part Five of the Basic Agreement, for sales by mail order or under special discounts or as excess stock, or for any low-cost edition or textbook edition of the literary work published by the Publisher itself, or for publication of part of the literary work by the Publisher in another work; and
(c) shall copyright the literary work in the United States in the name of the Author.

Second.—The Author
(a) shall deliver to the Publisher the literary work in final form on or before November 30, 1964, mss. to contain approximately 160,000 words. Obligation to supply illustrations etc.—Authors
(b) makes the warranties and representations set forth in Part Two (34-39) of the Basic Agreement, except as otherwise specifically stated in THIRD (c) of this Publishing Agreement;
(c) grants and assigns to the Publisher

(i) the trade edition rights;
(ii) the other primary rights; and
(iii) the share provided in THIRD (a) of this Publishing Agreement, of the proceeds received on disposition of the secondary rights; and
(d) agrees to give the Publisher the first option to consider the Author's next full-length book for publication on terms satisfactory to the Author and Publisher.

Third.—The Publisher and the Author
(a) agree to share the proceeds received on disposition of the following secondary rights as follows:

Dramatic rights, 100% to author, 0% to publisher; motion picture rights, 100% to author, 0% to publisher; educational picture rights, 100% to author, 0% to publisher; radio rights, 100% to author, 0% to publisher; television rights, 100% to author, 0% to publisher; first periodical rights, 100% to author, 0% to publisher; second periodical rights, 50% to author, 50% to publisher; commercial rights, 100% to author, 0% to publisher; and foreign rights, 100% to author, 0% to publisher.

(b) agree to be bound by all of the terms and conditions of the Basic Agreement which follows and which is made a part of this Publishing Agreement; and
(c) agree to the following special provisions, which shall prevail over any conflicting provisions in the Basic Agreement:

1. The Publisher shall have the right to bring out a paperback, lower priced edition of this book; and it is agreed that the royalty on such an edition shall be 5%, unless the standard royalty for Simon and Schuster, Inc., paperback books is increased by the time of the book's appearance as one of this paperback series, in which case, the prevailing right shall apply.

2. The option clause shall apply only to a book jointly written by the Authors, and the Publisher shall have 30 days from the receipt of the manuscript or substantial outline in which to exercise this option.

3. In consideration of the services of William Morris Agency, Inc., the Authors have irrevocably appointed said agent as their exclusive agent in connection with the said work and this contract and all monies due or to become due under this contract and all rights granted herein, to the Publisher, and all contracts arising from the Publisher's exercise of any option herein respecting any further work (s) and all monies becoming due to the Author thereunder.

4. Notwithstanding anything to the contrary contained herein, the Publisher agrees that ten per cent (10%) of all moneys accruing to the Author under this agreement shall be credited and paid to the William Morris Agency during the Publisher's semi-annual accounting periods which represents the ten per cent (10%) agents commission due on all moneys credit to the Author's royalty account under this agreement.

5. The Publisher shall also cause the Work to be published, publicly distributed or publicly placed on sale in Canada or another country situated in the Berne Convention simultaneously with first publication of the Work in the U.S., hereunder. Each copy of the Work published by or under authority of the Publisher shall contain the copyright notice required for copyright protection in the Authors names under the Universal Copyright Convention.

6. The Publisher will handle the sale of second periodical rights with division of proceeds to be as specified in Clause THIRD (A).

7. The royalty and other amounts pursuant to this Publishing Agreement payable by the Publisher to the Author in any one calendar year shall not exceed \$30,000.00. Any sums accruing to the Authors pursuant to this Publishing Agreement in excess thereof shall be payable by the Publisher to the Authors in succeeding accounting periods within the above specified maximum annual limitation. The Publisher shall not be obligated to pay interest on or to segregate any such accounts; but nothing herein contained shall diminish the obligation of the Publisher to the Author for the amount of royalties and other payments accruing according to the terms herein provided.

8. It is specifically understood that except for second periodical rights, all secondary rights may be disposed of by Author as he may see fit.

9. Paragraphs 46 and 72 shall be deemed deleted and the words "for his sole use and disposition as he may see fit" shall be deemed inserted after word "Author" on second line of paragraph 44.

PETER SCHWEN,
Executive Vice President and Authorized Officer.

GERALD R. FORD,
Author.

JOHN R. STILES,
Author.

Gerald R. Ford, Social Security No. 372-28-6832.
John R. Stiles, Social Security No. 380-03-7854.
Dated October 9, 1964.

CONGRESS OF THE UNITED STATES,

OFFICE OF THE MIRRORIT LEADER,

HOUSE OF REPRESENTATIVES,
Washington, D.C., November 9, 1973.

Hon. HOWARD W. CANRON,
Chairman, Senate Committee on Rules and Administration, Russell Senate Office Building, Washington, D.C.

Dear Mr. CHAIRMAN: Supplementing my letter of November 7, 1973, I have enclosed a copy of a letter dated November 7, 1973 from Mr. Peter Schwlen, Chairman of the Editorial Board of Simon and Schuster, Inc., together with copy of contract dated January 27, 1966 between Simon and Schuster, Inc. and Ballantine Books, Inc., relating to the paperback edition of "Portrait of the Assassin." Warm personal regards,

GERALD R. FORD, M.C.

Enclosure.

SIXON & SCHUSTER, INC.,
New York, N.Y., November 7, 1973.

Representative GERALD FORD,
The Capitol,
Washington, D.C.

Dear Jerry: The call from your office asking for the enclosed information gives me an opportunity to extend my congratulations and best wishes on your nomination. Here are the other details.

Enclosed is a copy of your and Jack Stiles' contract with us dated October 9, 1964. In it we paid a \$10,000 non-returnable advance against all authors' earnings under that contract, and a part of the contract granted us cheap edition paperback rights with 50% of the revenue deriving therefrom to be credited to the authors' royalty account.

We did achieve a paperback sale to Ballantine Books and that contract, between us and Ballantine, is dated January 27, 1966 and a copy is enclosed. As in the other case this called for a non-returnable advance against royalties and the amount was \$3,000, so \$1,500 was credited to the authors.

That sum, added to all other earnings that the book achieved as a result of our publication, never did amount to us much as the original \$10,000 advance, so no further payments were ever made by us to you and Jack (or rather to your agent William Morris, who was the recipient for you of all sums involved).

With all best wishes,

Enclosure.

PETER SCHWEN.

BALLANTINE BOOKS, INC.

REPRINT CONTRACT

Agreement made this 27th day of January 1966 between Simon & Schuster, Inc., 630 5th Avenue, New York, New York 10020 (hereinafter referred to as the "Seller") and Ballantine Books, Inc., of 101 Fifth Avenue, New York 3, New York (hereinafter referred to as "Ballantine"), in reference to: "Portrait of the Assassin", by Gerald R. Ford.

Whereas, the parties hereto are mutually desirous of having Ballantine publish a paperback edition of said book;

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties hereto do hereby agree as follows:

PAPERBOUND EDITION PUBLICATION LICENSE

1. The Seller hereby grants to Ballantine the sole and exclusive license to manufacture, publish and sell in the United States and its dependencies and Canada and a nonexclusive license in the Open Market (Open Market is territory other than the United States and its dependencies, the British Empire and the Free State of Ireland) a paperback edition of said book.

TERM

2. Said license shall continue for a period of five (5) years from the date of first publication by Ballantine and subsequently unless terminated by the Seller upon six (6) months' written notice of termination to Ballantine, to become effective at the expiration of said period. Upon the effective date of such termination, all rights granted hereunder shall revert to the Seller except that Ballantine shall continue to have the right to dispose of any books then remaining on hand subject to the payment of royalties as hereinafter set forth.

DATE AND STYLE OF PUBLICATION

3. Ballantine agrees to publish said book between July 1966 and July 1967 having a retail sales price of no less than 60¢ (ditty) and no more than 95¢ (ninety-five cents) per copy.

DELAYS

4. Ballantine shall not be responsible for delays caused by war, riot, strikes, fires, floods, acts of God, governmental restrictions, shortage or interruption of manufacturing facilities or materials supply, or other similar or dissimilar circumstances beyond its control.

GUARANTEE AND ROYALTIES

5. Ballantine agrees to pay a franchisee of \$3,000.00 (three thousand dollars) payable half on signing of this Agreement and half in the month of publication of the work. In any case, not later than July 1967, to the Seller against a royalty to be earned at the following rates, based upon retail sales to the public as reported to Ballantine by its exclusive distributor, and other sales to the public, if any:

6% (six percent) of the U.S. retail price per copy on United States sales; and a flat 4% (four percent) of the U.S. retail price per copy on Canadian, overseas, Government agency, book club and Open Market sales; except as hereinafter provided in Paragraph II with respect to copies sold as "reminders."

REPORTS AND PAYMENTS

6. Ballantine shall render statements of sales as from April 1st to September 30th and as from October 1st to March 31st of each year and shall make settlement thereunder on or before February 1st for the six-month period ending the preceding September 30th, and on or before August 1st for the six-month period ending the preceding March 31st.

PRINTER'S AFFIDAVITS

7. Ballantine shall furnish printer's affidavits of the number of books bound, promptly after said affidavits are obtainable.

trade edition of said book and Ballantine agrees to print the text of said book faithfully from plates to be manufactured by it, which plates are to be and remain its property. Ballantine further agrees to print on the copyright page of each book the copyright notices as contained in the said trade edition. The Seller agrees that Ballantine may include any material relating to the book which appeared on the jacket of the trade edition thereof.

GUARANTY AGAINST INFRINGEMENT, LIBEL, ETC.

9. The Seller warrants that it owns the publishing rights to said book which are granted hereunder and that said rights are not subject to any prior agreement. It or other right which may interfere with the rights of Ballantine under this agreement. The Seller further warrants that said book contains no libelous or other unlawful matter, and that it in no wise infringes upon the copyright or violates any other right of any person or party and it agrees to hold Ballantine harmless against any claim or demand, or against any recovery in any suit which may be brought or had against Ballantine, including counsel fees incurred, by reason of a violation of any proprietary right or copyright or because of any libelous or other unlawful matter contained in said book. The Seller further warrants that said book contains no obscene matter and agrees to hold Ballantine harmless to the extent of one-half of any expenses incurred by Ballantine, including counsel fees, in defending any claim or demand or proceeding against Ballantine or any other person, firm or corporation selling said book, by reason of any obscene matter contained in said book. In defending any such claim, demand, action or proceeding, Ballantine shall have the right to select counsel.

CONFLICTING PUBLICATION

10. The Seller agrees that during the term of this agreement and any renewal thereof it will not publish or permit to be published by any party other than Ballantine any edition of said book which will retail at \$1.00 (one dollar) or less per copy.

REMARKS

11. If in the opinion of Ballantine the continued sale of said book shall cease to be profitable, Ballantine may dispose of any copies remaining on hand as "reminders" at any price, it may see fit. The royalty payable on all copies sold by Ballantine as "reminders" shall be 5% (five percent) of the net amount received by Ballantine, except that as to any such copies sold at cost or less than cost no royalty shall be payable.

RENEWAL FOR FAILURE TO KEEP IN PRINT

12. If during the term of this agreement or any renewal thereof, and unless prevented from so doing by circumstances beyond its control, as set forth in Paragraph 4, Ballantine shall fail to keep said book in print (i.e., available for sale by Ballantine's exclusive distributor) for a period of six (6) months, and shall fail to reprint the same within three (3) months after written demand (served after expiration of said period of six (6) months by the Seller, all rights granted herein, except the right to dispose of copies on hand, shall revert to the Seller upon the expiration of said three (3) months. Ballantine shall notify the Seller at the time of rendering royalty statements. If the title contracted for herein shall be out of print at the date of any such statement.

OPTION

13. The Seller agrees to submit to Ballantine the author's next book-length work in which the Seller owns rights before submitting the same to any other publisher. Ballantine shall be entitled to a period of six weeks after the submission within which to notify the Seller whether it desires to publish such work, upon substantially the same terms and conditions as relate to the work that is the subject of this Agreement.

the State of New York, regardless of the place of its execution.
In witness whereof, the parties hereto have duly executed this Agreement the day and year set forth above.
(Illegible), Witness.

(Illegible), Seller.
(Illegible), Ballantine.

The Chairman. Are you familiar with recent newspaper stories concerning the Steelcase Furniture Co., of Grand Rapids, Mich., including one in the Chicago Daily News for November 2, 1973, which regard to a contract between the furniture company and the General Services Administration for furnishing a Federal Building in Chicago?

Mr. Form. I am quite familiar with it, Mr. Chairman.

The Chairman. Well, would you then tell the committee what role, if any, you had with respect to the award of this contract to the furniture company, and whether there was any competitive bidding on the contract, if you know?

Mr. Form. Well, in the first place, Mr. Chairman, I had nothing whatsoever to do with the award of the contract to Steelcase for the Federal Building in Chicago. I have a fairly lengthy story about that, and if the chairman would permit me, I would like to follow it in sequence, because I think it is important to answer in detail the allegations in the article.

It starts with the allegation that I placed a Mr. Joseph Lawless in an influential position in the GSA furniture purchasing position, and that Lawless, in return for a favor that I allegedly did for him, then in turn assisted Steelcase in getting this contract for Steelcase in Grand Rapids.

Let me point out at the outset, first, that Steelcase is a company in Grand Rapids, Mich.—in my hometown—that employs approximately 4,000 employees. It is a very substantial employer, and a very fine company in the community. So I, like any other Member of Congress, within the law, within the regulations, do try to help companies of that sort—and Steelcase, like any other.

Now, Mr. Lawless was employed in 1967 by GSA, as a general commodities control specialist. He had had some prior purchasing experience; he was employed in 1967, as a resident of Tennessee, and I am told that he got the job in GSA in 1967, by one of my late colleagues, former Congressman Everett of Tennessee.

On June 11, 1971, I received a letter from Father William Lawless, who is a Catholic priest in my congressional district, requesting that I recommend his brother, Joe Lawless to GSA for a promotion. I did orally recommend Joe Lawless to that position on September 10, 1971, and Lawless was promoted to chief, office supplies, textiles and domestic section, and acknowledged to me thanks for whatever help I was able to give him.

Now, in that position, he had no furniture responsibility at all. Within 60 days, according to GSA files, Lawless and one Bernard Marker, changed jobs within GSA; Mr. Lawless became the chief, furniture and furnishings branch—he had not had that job—because of his competence and through his background in Tennessee. GSA moved him from the previous job into the furniture job and moved the