commanded to halt. The sentry then aimed his shotgun at the decedent's legs and fired. Just at this moment the decedent jumped into a ditch. As a result, he was not killed as the shotgun had not the power to kill as the sentry had thought, and he was instantly killed.

A board of officers, which subsequently considered the case, determined that the sentry's actions had been reasonable under all of the circumstances. The board also determined that since the decedent was known to have been in a state of mental confusion at the time of the shooting, his death should be considered to be in line of duty.

The records of Army show that the regular death gratuity was paid in this case and that at the time of the decedent's entry into the military service he was offered but specifically refused national service life insurance.

The decedent's closest survivor seems to be a sister, who presumably would be the ultimate beneficiary of the bill. She is not considered to be a sister, who presumably would be considered to be in line of duty.

S. 2801 provides that the Secretary of the Treasury be authorized and directed to pay the sum of $84,559.10 to the Graphic Arts Corp. of Ohio, Toledo, Ohio, as a settlement of certain suits against the said Graphic Arts Corp. against the United States. The bill would afford financial relief to the Graphic Arts Corp. for losses alleged to have been incurred under the performance of contract W-33-0381 ac-2023 with the Army Air Corps during the period January 1 to June 1, 1946.

It is the contention of the corporation that it was not supplied with the full quantity of work contemplated by the contract during the contract period, and that the contractor was assured by representatives of the Army Air Corps that it would be protected against losses in its operation under the contract. However, it appears that the contractor did accept extensions of time and other amendments to the original contract, and that various change orders and supplements pertinent thereto by executing said documents. It is reported that payments totaling $2,029,185.29 were made to the contractor.

Insofar as furnishing work under the contract was concerned, it appears that there was substantial compliance by the Government within the contract period as extended.

There is an established rule that a formal written contract entered into on the basis of negotiations between the parties merges all such previous negotiations and is presumed in the final understanding of the parties. Contract W-33-0381 ac-2023, as amended, was entered into on a fixed-price basis. It contained no provision for payment of additional compensation merely because the contractor might suffer a loss in performance. Hence, while the contractor's claim is based primarily upon the premise that certain representations were made by Government officials at the time the contract was negotiated to the effect that the Government would protect the contractor from any loss in performance, the terms of the contract provide that the work to be performed and to the prices to be paid therefor were clear and unambiguous and such extraneous representations, even if established, legally could not be resorted to for the purpose of imposing an additional obligation on the Government. If the contractor felt that the formal contract and change orders and extensions, et cetera, did not afford him sufficient protection under whatever performance, it should not have signed the contract and accepted the extensions. Having done so, it seems clear that there is no liability for any further payment to the contractor, based upon the contract provisions.

Government audit of the contractor's records indicates that this corporation, although claiming a balance of $162,341.52 in the operation of the Gadi division for the 5 months' period beginning January 1, 1946, actually sustained a loss of only $46,213.94 during that period. Of this amount, the audit report shows only $29,432.29 was applicable to Army Air Corps contract W-33-0381 ac-2023. Despite this loss of $29,432.29 on this contract for the first 5 months of 1946, the
On September 1, 1954:

MRS. MERLE CAPPELLER WEYEL

S. 46. I am withholding my approval of S. 46, a bill for the relief of Mrs. Merle Cappeller Weyel. 

This enrolled enactment would pay the sum of $5,437.21 to Mrs. Merle Cappeller Weyel in full settlement of her claim against the Government, arising out of the death of her husband at the time she was entitled to receive active duty pay for the period between his release from active duty and his death.

The husband of a beneficiary of this type of claim was released from active duty in 1948 after two unsuccessful operations for cancer. This condition caused his death in December 1948. 

As a result of this examination, the Board determined, as a result of this examination, that he was suffering from a malignancy which caused his death in December 1948. This condition caused him to be released from active duty in 1948.

In subsequent condemnation proceedings, the court refused to recognize any damages occurring prior to the time when the Navy began using the land in question in the spring of 1944. On this premise the court awarded the beneficiary $766.67 for damages occurring after the Navy began using the land for bombing purposes.

I have withheld my approval of the bill because it is unfair to the beneficiary to be paid the sum of $5,437.21 as compensation for damages occurring prior to the time when the Navy began using the land in question in the spring of 1944. On this premise the court awarded the beneficiary $766.67 for damages occurring after the Navy began using the land for bombing purposes. 

It is obvious that the decedent would have been entitled to payment of the death gratuity for the entire period between the date of the decedent's release from active duty and the date of his death. This result, however, is not recognized in this case. 

I am unable to approve this measure as it is either unfair to the beneficiary or to the Government. 

Dwight D. Eisenhower  

The White House, August 31, 1954.

CONGRESSIONAL RECORD—SENATE 15841