CONGRESSIONAL RECORD — SENATE

S. 366. An act for the relief of Francis Timothy Mary Hodgson (formerly Victor Charles Joyce).

On September 2, 1954:

On September 3, 1954:
S. 2852. An act to provide relief for the sheep-raising industry by making special nonquota immigrant visas available to certain skilled alien sheepherders.

DISAPPROVAL OF SENATE BILLS AFTER ADJOURNMENT

The message also announced that the President had disapproved bills of the Senate of the following titles:

On August 26, 1954:

GEORGE PANTIELAS

S. 154. I am withholding my approval of S. 154, for the relief of George Pantielas.

The beneficiary of the bill is an alien who is deportable on the ground that at the time of his last entry he was not in possession of a valid immigration visa and because of his record of crimes involving moral turpitude.

The bill would authorize and direct the Attorney General to discontinue the pending deportation proceedings, cancel any outstanding order of deportation, warrant of arrest and bond which may have been issued, and would exempt the alien from deportation in the future by reason of the same facts upon which the current proceedings are based.

The alien was born in Greece on February 12, 1903. He originally entered the United States in 1921. On May 3, 1929, he was convicted in California of issuing checks without sufficient funds and sentenced to an indeterminate term of imprisonment for not more than 14 years. He was subsequently deported from the United States on June 18, 1931, because of his criminal record. Therefore, the alien entered the United States as a temporary visitor on May 28, 1940, under an assumed name. In proceedings before the Immigration and Naturalization Service he testified that in order to obtain a Greek passport in another individual's name he paid $100 for a birth certificate and thereafter committed perjury and forgery in securing the necessary passport visa for his reentry.

While I am in sympathy with the evitable purpose of this legislation to provide support for the family of the alien, the record presented in this case convinces me that the granting of the relief proposed would not be in the best interests of the United States.

Accordingly, I am withholding my approval from this bill.

DWIGHT D. EISENHOWER,
THE WHITE HOUSE, August 26, 1954.

ESTATE OF MARY BEATON DENNINGER

S. 3664. I have withheld my approval from S. 3664, 63d Congress, an act for the relief of the estate of Mary Beaton Denninger, deceased.

The bill would authorize and direct the Secretary of the Treasury to pay to the estate of Mrs. Denninger the sum of $780.36 in full settlement of all claims of the estate against the United States for payment of certain installments of an indeminity under the Servicemen's Indemnity Act of 1951.

Robert William Denninger died in service on November 20, 1952. The proceedings of a policy of United States Government-held funds, were paid on behalf of Mary Beaton Denninger, the designated beneficiary. However, in order to determine whether she was also entitled as a widow to an indemnity under the Servicemen's Indemnity Act of 1951, for which no beneficiary had been designated, it was necessary to obtain evidence of the intent to withdraw payment of those installments the serviceman had obtained from her effective March 12, 1952, as well as evidence pertaining to the dissolution of one of her prior marriages. Upon reinstallation which establishing her eligibility, settlement was authorized on her behalf and, without knowledge that she had died 2 days previously, a check for $780.36 representing 12 accrued installments was mailed to a Veterans' Administration agency on October 27, 1953, for delivery to the payee. Because of the death the check was returned and canceled.

The law provided payment to Mrs. Denninger's estate, and thereafter the Veterans' Administration made settlement of the indemnity in favor of the serviceman's parents, the next entitled beneficiary. This settlement included the installments totaling $780.36 which had accrued during the lifetime of Mrs. Denninger. The bill proposes that, in addition, the Government pay $780.36 to Mrs. Denninger's estate.

Favorable action by the committees which considered the bill appears to have been based upon the view that the installation which establishing her eligibility, settlement was authorized on her behalf and, accordingly, should be paid to her estate. The specific language of the law clearly expresses a contrary intention on the part of Congress. I cannot agree either that the mandatory provision of the law should be abrogated in this case to the exclusion of other similar cases, or that the Government should be liable for double payment of those installments of indemnity which accrued during Mrs. Denninger's lifetime. To do so would obviously be discriminatory and precedential.

As I have previously stated, if the law is to be changed it should be changed for all. Uniformity and equality of treatment under general law applicable equally to all must be the steadfast rule if the Federal Government is to fairly treat veterans and their dependents are to be operated successfully. Treating the special plea of individual cases would obviously be discriminatory and precedential.

For the foregoing reasons I am unable to justify approval of S. 3064.

DWIGHT D. EISENHOWER,
THE WHITE HOUSE, August 26, 1954.

On August 28, 1954:

GRAND TETON NATIONAL PARK

S. 1706. I have withheld my approval from S. 1706, to provide for taxation by the State of Wyoming of certain property located within the confines of Grand Teton National Park, and for other purposes.

The bill would permit the State of Wyoming and any taxing authority of the State to levy taxes on privately owned hotels or lodging facilities within Grand Teton National Park. It further provides that if the United States acquires such properties in the future, payments in lieu of taxes will be made by the United States in amounts equal to the last annual taxes assessed against the property were it in the State or locality when it was privately owned.

This legislation is unnecessary for two reasons: First, the State now has authority to tax privately owned hotel or lodging facilities in the near future, and it is anticipated that the administration will recommend legislation to accomplish its recommendations shortly thereafter.

As I have previously stated, if the law is to be changed it should be changed for all. Uniformity and equality of treatment under general law applicable equally to all must be the steadfast rule if the Federal Government is to fairly treat veterans and their dependents.

For the foregoing reasons I am unable to justify approval of S. 3064.

DWIGHT D. EISENHOWER,
THE WHITE HOUSE, August 26, 1954.

On August 31, 1954:

STATE OF CARLOS M. COCHRAN

S. 820. I have withheld my approval from S. 820, for the relief of the estate of Carlos M. Cochran.

This enrolled enactment would pay the sum of $5,000 to the estate of Carlos M. Cochran, who was killed in line of duty when he was a member of the Armed Forces in 1942.

The soldier decedent was discovered lying beside a highway just outside the entrance to the military installation where he was stationed. Although he appeared to have been under an unsound mind at the time, the sentry at the gate to the installation who discovered him and took him into custody was not aware of this fact. While the sentry was telephoning for servicemen to come to the gateway for the decedent, he attempted to escape. He failed to obey the sentry's three shouted
commands 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 shot in the chest rather than the legs, and 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 a survivorship beneficiary under laws administered by the Veterans' Administration, since sisters are not included within the categories of survivors eligible to receive benefits under such laws.

Laws administered by the Veterans' Administration and other Federal agencies provide systems of benefits for certain dependent survivors of members of the Armed Forces killed in line of duty. Benefits so authorized are generous and are payable to the specified survivors regardless of whether death results from the negligence or willful misconduct of fellow servicemen or any other person.

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The bill provides that the Secretary of the Treasury be authorized and directed to pay the sum of $84,259.19 to the Graphic Arts Corp. of Ohio, Toledo, Ohio, which is the owner of 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 in 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. Such a view is in no sense novel. Military contractors are not entitled to compensation for such extensions of time and other amendments to contracts, and the contractor should have been aware of this fact.

A detailed examination of the original contract and the amendments thereto is needed to fully understand the situation. However, the present bill is not necessary to protect the corporation against losses it may have incurred.

There is nothing to distinguish this case from any other case in which the Government receives a claim for 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 fairness of the claim is not supported by the facts.

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 loss of $67,500 in full satisfaction of his claim against the United States for (1) compensation for services rendered by him during the period from 1935 to 1952 in connection with the formal contract and enabling the United States to prosecute successfully criminal proceedings against certain defendants who had defrauded the Government of over $100,000,000, did not appeal for additional compensation merely because he suffered heavy business loss.

As a result of this complaint, an investigation was undertaken by the Government which culminated in the conviction of the lawbreakers in 1941 and a civil recovery (by way of settlement) in 1952. Apart from the initial tip concerning the existence of a possible conspiracy, and the furnishing of the names of certain persons having knowledge of the approach made to his father, it does not appear that claimant contributed anything to the successful prosecution and civil recovery.

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