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 struck 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 entitled to survivorship benefits 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. Under the circumstances, I think it only fair and reasonable to consider the generous, uniform, and assured protection which these systems afford as the exclusive remedy against the United States on account of the death of a member of the Armed Forces killed in line of duty. Any other view would be productive of anomalies and serious inequities.

The foregoing view accords with that taken by the Supreme Court in denying relief in a negligence case brought under the Federal Tort Claims Act in which, as here, a member of the Armed Forces was killed not only in line of duty but incident to his actual military service. Such a view is in no sense novel. Military and veterans' survivorship benefits are the equivalent of civilian workmen's compensation benefits. The Federal Government and most of the States have abolished actions for damages between employers and employees and superseded them with workmen's compensation statutes, which provide the sole basis of liability in most cases.

Additionally, as already noted, the decedent had the opportunity to apply for a policy of national service life insurance in the maximum amount of $10,000. He was specifically offered this opportunity, but refused to take advantage of it, as is indicated by his service record.

Accordingly, while regretting the tragic death of the decedent, I am constrained to withhold my approval from S. 820.

DWIGHT D. EISENHOWER.

THE WHITE HOUSE, *August 31, 1954.*

LAWRENCE F. KRAMER

S. 2083. I have withheld my approval from the bill (S. 2083) for the relief of Lawrence F. Kramer.

The bill provides for payment to Lawrence F. Kramer of Paterson, N. J., of the sum 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 assisting and enabling the United States to prosecute successfully criminal proceedings against certain defendants who had defrauded the Government in connection with fixed prices on work projects in the State of New Jersey, and (2) for reimbursement for expenses incurred by him in rendering such services.

It appears that in late 1935, Mr. Kramer complained to the Works Progress Administration concerning the existence of a possible fraud conspiracy, collusive bidding, and bribery in connection with certain sand and stone supply contracts awarded, and to be awarded, by the Works Progress Administration in northern New Jersey. His sole information was that his father, Philip Kramer, operator of a stone quarry at Paterson, N. J., had been approached by one George Brooks to participate in the scheme, and had refused, and that as a result of his refusal, stone supplied by him had been rejected by the Works Progress Administration (apparently due to the influence of the conspirators), with the consequence that 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.

There is nothing to distinguish this case from any other case in which the Government receives from a private citizen information concerning wrongful action with reference to which criminal proceedings are brought and civil recoveries are obtained. The vast majority of such proceedings are made possible by citizens who either because of their normal interest in law enforcement and good government, or because of self-interest supply law enforcement officers with information of the character here involved.

Even if claimant were to be treated as if he had commenced suit as an informer, he would be entitled to no more than the 10 percent of the civil recovery, whereas the bill proposes to award him 30 percent of that amount.

DWIGHT D. EISENHOWER.

THE WHITE HOUSE, *August 31, 1954.*

GRAPHIC ARTS CORP. OF OHIO

S. 2801. I am withholding my approval from S. 2801, for the relief of Graphic Arts Corp. of Ohio.

S. 2801 provides that the Secretary of the Treasury be authorized and directed to pay the sum of $84,359.19 to the Graphic Arts Corp. of Ohio, Toledo, Ohio, in full settlement of all claims 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–33–038i 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 under 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 law to express the final understanding of the parties. Contract W–33–038 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 officers 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 relating to 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 it sufficient protection against losses in 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 loss of $67,952.31 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–33–038 ac–2023. Despite this loss of $29,432.29 on this contract for the first 5 months of 1946, the