

warranted in approving legislation which would extend preferential treatment to a single institution, while other financial institutions have been required to meet the obligations that the law imposes on them in such matters.

In view of these considerations, I am impelled to withhold my approval from this bill.

FRANKLIN D. ROOSEVELT.

THE WHITE HOUSE, July 16, 1940.

J. H. CHURCHWELL WHOLESALE CO.—VETO MESSAGE (S. DOC. NO. 259)

The PRESIDING OFFICER laid before the Senate the following message from the President of the United States, which was read, and, with the accompanying bill, referred to the Committee on Claims and ordered to be printed:

*To the Senate:*

I return herewith, without my approval, S. 2817, Seventy-sixth Congress, third session, entitled "An act for the relief of J. H. Churchwell Wholesale Co., of Jacksonville, Fla."

This enactment would authorize and direct the Secretary of the Treasury to pay to J. H. Churchwell Wholesale Co., of Jacksonville, Fla., the sum of \$1,100 in full satisfaction of the claim of such company against the United States for remission of liquidated damages assessed against such company under the provisions of contract numbered ER-W-647-eng-38 and unnumbered contract (Invitation numbered 647-36-33) entered into by such company with the War Department under dates of September 12, 1935, and September 18, 1935, respectively, for the delivery of a quantity of sheets and blankets to the United States District Engineers Office, Camp Roosevelt, Ocala, Fla.

It appears that the contracts provided for the assessment of liquidated damages in the event of delays in delivery beyond the time specified therein; that there were delays in delivery of the articles; and that the sum here involved was properly and legally deducted from amounts otherwise due the claimant in accordance with the provisions of the contracts.

It is not unusual for Government contracts to contain provisions with respect to liquidated damages similar to those contained in the contracts executed by the claimant; and the courts have held that such provisions are to be enforced in accordance with their terms. The contracts here involved were freely entered into by the claimant and the liquidated damages were withheld in accordance with the agreement of the parties. There is no authority under existing law for the allowance of claims of other contractors under similar circumstances and the allowance of this claim would, in my judgment, be entirely unjustified as according preferential treatment to this claimant and as establishing an undesirable precedent.

FRANKLIN D. ROOSEVELT.

THE WHITE HOUSE, July 16, 1940.

I. M. COOK AND OTHERS—VETO MESSAGE (S. DOC. NO. 258)

The PRESIDING OFFICER laid before the Senate the following message from the President of the United States, which was read and, with the accompanying bill, referred to the Committee on Claims and ordered to be printed:

*To the Senate:*

I return herewith, without my approval, S. 3351, "For the relief of I. M. Cook, J. J. Allen, and the Radiator Specialty Company."

This bill proposes to provide for the payment of the sum of \$10,890.54 to I. M. Cook, the sum of \$9,275.34 to J. J. Allen, and the sum of \$1,500 to the Radiator Specialty Co., all of Charlotte, N. C., as compensation for losses sustained by them by reason of a fire which destroyed a building near that city, which was owned by Mr. Cook.

It appears that Mr. Cook had rented part of the space to the Works Progress Administration for use as a warehouse and offices. The available facts indicate that at the insistence of Mr. Cook the offices of the Works Progress Administration in the building were heated by portable heaters, as he

objected to the installation of any stationary stoves, for reasons which he deemed proper.

The building was set on fire on the night of December 9, 1938, by flames from a portable heater. It seems likely that if Mr. Cook had not insisted on the use of portable heaters and had permitted the installation of permanent stoves, the unfortunate occurrence would not have taken place. Under the circumstances I am unable to find any moral obligation on the part of the Government to reimburse Mr. Cook for his loss.

It seems, however, to be claimed that the night watchman employed by the Works Progress Administration was not as prompt as he should have been in endeavoring to extinguish the flames. Assuming this to be the fact, it is entirely within the realm of speculation whether he could have succeeded in subduing the fire under any circumstances. Moreover, the proximate cause of the fire seems to be the use of portable heaters, which were employed at Mr. Cook's insistence.

The other two claimants appear to have been tenants in the same building, whose personal property was destroyed in the fire. While their losses are to be greatly regretted, the facts summarized above indicate that there is no reason why the Government should recompense these two claimants for their unfortunate losses. It may well be that the facts have not been fully developed. In such event it may be appropriate to permit the claimants to bring suit against the Government in the Court of Claims or the United States District Court. A different problem would be presented if the instant bill accorded such a remedy, instead of proposing a direct appropriation in payment of the claims.

In the light of the foregoing statements I am constrained to disapprove the bill.

FRANKLIN D. ROOSEVELT.

THE WHITE HOUSE, July 16, 1940.

CERTAIN NAVAJO INDIANS—VETO MESSAGE (S. DOC. NO. 262)

The PRESIDING OFFICER laid before the Senate the following message from the President of the United States, which was read, and, with the accompanying bill, referred to the Committee on Indian Affairs and ordered to be printed:

*To the Senate:*

I return herewith, without my approval, S. 3794, "For the relief of certain Navajo Indians, and for other purposes."

This bill appropriates \$30,000 as compensation to the heirs of six Navajo boys who were killed, and \$3,000 as damages on account of injuries sustained by two boys, when the automobile in which they were riding was struck by a train near Wingate, N. Mex.

While the record indicates negligence on the part of the driver, thereby warranting claims for compensation, it seems to me that the proposed payments in the death cases are somewhat excessive. The six children killed were between the ages of 10 and 15 years, and the two injured boys were 12 and 14 years of age. They were all wards of the Federal Government and were being educated in schools maintained by the Government. They were not wage earners, and those killed left no actual dependents. Those killed were buried at the expense of the United States, and those injured received medical attention and hospital care at Federal expense.

It is stated that the two injured boys have fully recovered, but since the record fails to disclose the extent of their injuries, it is impossible to say whether the payments proposed are, or are not, excessive.

I am withholding my approval of the bill in the belief that the Congress should, in the light of the above suggestions, and upon the basis of such additional information as it may obtain, give further consideration to these claims.

FRANKLIN D. ROOSEVELT.

THE WHITE HOUSE, July 16, 1940.

#### EXECUTIVE MESSAGES REFERRED

The PRESIDING OFFICER (Mr. SCHWELLENBACH in the chair) as in executive session, laid before the Senate messages from the President of the United States submitting sundry