

as to the effect of the limitation found in the act of December 22, 1911 (37 Stat., 49), on the payment of a share reserved in a settlement made prior to January 1, 1913, where an undisposed-of item of a claim filed by a soldier in 1865 was not disposed of in a settlement subsequently made to him.

"The facts in this case are as follows:

"In 1865 George Messick filed a claim in this office for *bounty and arrears of clothing* due him for service in Company M, Fifth Ohio Cavalry, and in 1866, in the settlement of said claim, he was allowed \$160, the balance of bounty due him under joint resolution of January 13, 1864, for said service, but no action whatever appears to have been taken on his claim for clothing pay at the time that settlement was made. No further action was taken in this case until 1911, when a claim was filed by one of the soldier's children, in which it was alleged that the soldier also served in Company C, Twenty-fourth Indiana Infantry, and by settlement certificate No. 84356, dated January 16, 1912, there was found due for arrears of pay, bounty, etc., the sum of \$199.64, one share of which, or \$49.91, was paid to the claimant, and three shares, or \$149.73, were reserved for heirs not applying. By settlement certificate No. 86474, dated March 26, 1912, two shares, or \$99.82, reserved in the settlement of January 16, 1912, were paid upon applications of two other children of the soldier, filed in February, 1912, leaving one share still unpaid for which no application was filed until July 15, 1913.

"The question to be determined in this case is whether or not the failure of the accounting officers to dispose of one item of a soldier's claim, either by an allowance or disallowance, leaves that claim a pending claim in this office which may be disposed of in favor of the soldier's heirs on applications filed in this office after December 31, 1912.

"In the Comptroller's decision of February 4, 1913 (19 Comp., 509), it is stated that claims pending and undisposed of in this office on December 31, 1912, may be completed and disposed of after that date, and that this office is not authorized to receive or consider new claims or new items of claims when the original claim has been disposed of. On June 12, 1913, in the case of Johnson Batzel it was held by the comptroller that a right to arrears of pay, etc., acquired by a soldier who filed a claim for bounty in 1866, but which was not disposed of, survives to his widow or legal heirs and could be completed by filing applications subsequent to December 31, 1912.

"In view of the above-cited decisions, I am of the opinion, and so decide, that the filing of a claim by a soldier prior to January 1, 1913, for one or more items supposed to be due him, and where any of said items remain undisposed of on that date, even though a settlement has been made with the soldier for part of the items so claimed, the undisposed-of item or items preserves the right of the soldier's heirs to complete such a claim for all arrears of pay, etc., due the soldier, and that this office is authorized to receive and consider applications filed after December 31, 1912, in such cases, notwithstanding the limitation found in the act of December 22, 1911, *supra*."

The decision of the auditor appears to be correct and is approved.

TRAVELING EXPENSES OF EMPLOYEES TRANSFERRED FROM A POSITION AT ONE STATION TO A SIMILAR POSITION AT ANOTHER STATION UNDER A NEW APPOINTMENT.

An employee at a station who receives a new appointment to a similar position at another station is not entitled to reimbursement for traveling expenses incurred, as the travel involved is not travel from one station to another under the same appointment.

Decision by Assistant Comptroller Warwick, August 7, 1913:

J. B. Harness, clerk, United States land office, North Yakima, Wash., appealed August 1, 1913, from the action of the Auditor for the Interior Department in settlement No. 31653, dated July 24, 1913, in disallowing his claim of \$78.03 for reimbursement of traveling expenses incurred in connection with his transfer from position as clerk, United States land office, Helena, Mont., to like position at United States land office, North Yakima, Wash., in February, 1908, and also in connection with a similar transfer from United States land office, Valentine, Nebr., to United States land office, North Yakima, Wash., in October, 1912.

The travel performed was not travel from one station to another under the same appointment. Each transfer was in effect a new appointment to a new place requiring the taking of a new oath of office and actual entrance on duty before such clerk was lawfully entitled to pay at the new place of duty. (See decision of July 21, 1898, 7 MS. Comp. Dec., 110.) And the travel was performed in going to accept a new position or appointment.

Such travel can not be considered as travel on public business so as to entitle the claimant to reimbursement of expenses therefor under the act of March 3, 1875 (18 Stat., 452). Traveling expenses are incident to service and the right to reimbursement therefor can properly attach only after he has qualified for the position. So also the travel in question had no official connection with the position he left when going to accept the new position.

The action of the auditor is affirmed.

CONSTRUCTION OF EXTENSION TO A PUBLIC BUILDING.

Appropriations which provide for and authorize "alterations, improvements, and repairs" of a public building do not authorize the use of said appropriations for the construction of an extension to said building.

Comptroller Downey to Secretary of the Treasury, August 7, 1913:

In your letter of the 4th instant you present a question for my decision, as follows:

"Attention is invited to the sundry civil act approved June 23, 1913, which contains the following item:

"'Canton, Ohio, post office: For alterations, improvements, and repairs, \$20,000.'

"The department will appreciate your courtesy if you will favor it with your opinion as to whether or not the language above referred to is broad enough to permit the construction of an extension to said Federal building."

The sundry civil act of June 23, 1913 (Public, No. 3, p. 3), reads:

"That the following sums be, and the same are hereby, appropriated, for the objects hereinafter expressed, * * *"

"Canton, Ohio, post office: For alterations, improvements, and repairs, \$20,000."

The word "alteration" means the act or process of altering, an effected change, as, for instance, the erection of a partition dividing one room from another, changing the stairway, closing up a door or window, or cutting a new door or window, etc.

The word "improvement" means to make better; that is, to make some part of the present building better, such as strengthening the foundation or walls, putting on a new roof, painting the building, etc.

The word "repair" means to make over, to restore to a good or sound state, as repairing the roof, repairing windows, or repairing the outside steps, etc.

None of these terms, however, could be construed as authority to enlarge the present building by erecting an addition thereto. (See 1 Comp. Dec., 33; 7 id., 684.) In fact when Congress intends to enlarge a building, of which there are numerous instances, it specifically provides for such addition after an estimate has been made as provided in section 3663 of the Revised Statutes.

Therefore, under the provisions of section 3678 of the Revised Statutes, I must answer your question in the negative.

TRAVEL ALLOWANCE OF NAVAL PRISONER DISCHARGED ON ACCOUNT OF EXPIRATION OF ENLISTMENT.

A naval prisoner who is discharged on account of expiration of enlistment is entitled to be credited on discharge with the travel allowance of enlisted men of the Navy authorized by the act of June 29, 1906 (34 Stat., 555):

Decision by Assistant Comptroller Warwick, August 9, 1913:

C. H. Hayes appealed July 28, 1913, from the action of the Auditor for the Navy Department in settlement No. 5238 of March 26, 1913, disallowing his claim for travel allowance from Port Royal, S. C., place of discharge, to New York, N. Y., place of enlistment, 825 miles at 4 cents per mile, amounting to \$33.

The auditor disallowed the claim because:

"He was discharged as a naval prisoner and in accordance with 'Addenda to rules and regulations for the government of the United States naval prisons, prison ships, and disciplinary barracks,' he is entitled to actual transportation with which he was duly furnished."

The appellant enlisted November 7, 1898, discharged March 7, 1903; reenlisted July 27, 1904, discharged July 26, 1908; reenlisted September 1, 1908, at New York, N. Y., discharged October 29, 1912, at Port Royal, S. C., his reenlistment having expired August 31, 1912. While serving under this last enlistment he was tried and convicted by a general court-martial and sentenced to be reduced to the rating of seaman; to be confined in such place as the convening authority might designate for a period of six months; and, after his accrued pay should have discharged his indebtedness to the United States at the date of approval of this sentence, to forfeit all pay that might become due him, except the sum of \$3 per month during said confinement for necessary prison expenses.

The sentence was approved by the convening authority August 30, 1912, but the period of confinement, with corresponding loss of pay, was mitigated to detention for three months at the United States naval disciplinary barracks at Port Royal, S. C., subject to the conditions and benefits specified in "Addenda to rules and regulations for the government of United States naval prisons, prison ships, and disciplinary barracks." The provisions of said "Addenda" to be carried into effect in this case without further action by the reviewing authority.

By letter of March 7, 1913, the Chief of the Bureau of Navigation advised the auditor:

"While serving this sentence the enlistment of Hayes expired. He was discharged from the service with an ordinary discharge, recommended for reenlistment, upon completion of two-thirds of the sentence adjudged in his case, but he was not restored to duty before his discharge. It will be noted that his sentence did not include discharge from the service, and therefore when his two-thirds' sentence expired it was necessary to discharge him *on account of expiration of enlistment.*"

The naval appropriation act of June 29, 1906 (34 Stat., 555), provides:

"That hereafter enlisted men, discharged on account of expiration of enlistment, shall receive in lieu of transportation and subsistence, travel allowance of 4 cents per mile from the place of discharge to the place of enlistment, for travel in the United States."

The act of February 16, 1909 (35 Stat., 622), provides:

"That persons confined in prisons in pursuance of the sentence of a naval court-martial shall * * * upon discharge be furnished with suitable civilian clothing and paid a gratuity, not to exceed \$25: *Provided*, That such allowance shall be made in amounts to be fixed by, and in the discretion of, the Secretary of the Navy and only in cases where the prisoners so discharged would otherwise be unprovided with suitable clothing or without funds to meet their immediate needs."