



COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON 25

B-68707

August 19, 1947.

The Honorable,

The Secretary of War.

My dear Mr. Secretary:

There has been received your letter of August 11, 1947, as follows:

"Under date of 10 June 1946 the War Department entered into Contract No. W218-TNG (SC-1)-46, with the President and Fellows of Harvard College, Cambridge, Massachusetts, for the instruction in courses of law of two (unnamed) officer trainees selected by The Judge Advocate General.

"This contract provides, in pertinent part, as follows:

"Article 1. INSTRUCTION - The Contractor agrees to organize, conduct, and present a course of instruction in Law to certain Army officers enumerated below....The course is to start on or about 22 June 1946 and will consist of seven (7) terms and of such schooling and training as will insure the complete and efficient utilization of the students' time. The course shall commence on or about 22 June 1946, unless the Contracting Officer, prior to such date, designates in writing to the Contractor a different commencement date, in which event the date provided for in such notice shall be the date when the first courses will commence. In the course the Contractor agrees to teach 2 officer trainees selected by the Judge Advocate General, Washington, D. C.'

"In accordance with this contract two officers commenced the course of instruction in law on or about 22 June 1946. One of the officers after completing three terms of the seven term course became ineligible to continue because of academic difficulties. Thus, there are remaining four academic terms for which the contractor has furnished no services.

"It is desired to utilize such four academic terms by the assignment of two additional officers as trainees. One of the officers, who is presently on duty overseas, is a former Harvard law student and needs only two terms of further academic attendance in order to obtain a law degree. The other officer would be entering upon his

first year of instruction and would utilize the two remaining academic terms. The two academic terms with respect to each such prospective officer trainee involve the period between September 1947 and June 1948.

"It is believed that the assignment of two additional officers to the Harvard Law School as indicated above would be in accordance with the scope of the basic contract, and that the Fiscal Year 1946 funds obligated by such contract may properly be used in payment for the courses of instruction of such officers. However, some doubt exists in the premises and therefore your decision is requested as to whether your office would be required to object to an appropriate amendment to the subject contract so as to provide for the assignment of two additional officers to the Harvard Law School under the contract in question and charging Fiscal Year 1946 funds already obligated under the contract for this purpose.

"As the next academic term will commence in the near future, and as one of the officers who it is contemplated will be assigned as an additional officer trainee is presently on duty overseas, your early decision in the matter will be greatly appreciated."

Where an amendment to a contract is within its general scope and does not purport to increase the amount originally contemplated to be paid thereunder, the said amendment reasonably may be held to obligate the appropriation for the fiscal year during which the contract was executed regardless of the fact that such amendment may have been made during a subsequent fiscal year. See 20 Comp. Gen. 370. Accordingly, if otherwise free from objection, this office will not be required to object to the proposed amendment to the contract here involved on the basis of charging the available appropriation for the fiscal year 1946 with the cost of the courses in question.

Respectfully,

Comptroller General
of the United States