

entitled "An Act to authorize the Dauphin Island Railway and Harbor Company, its successors or assigns, to construct and maintain a bridge, or bridges, or viaducts, across the water between the mainland, at or near Cedar Point, and Dauphin Island, both Little and Big; also to dredge a channel from the deep waters of Mobile Bay into Dauphin Bay, and to dredge the said Dauphin Bay; also to construct and maintain docks and wharves along both Little and Big Dauphin Islands," be amended to read as follows:

Vol. 36, p. 868, amended.

That the Dauphin Island Railway and Harbor Company, a corporation existing under the laws of the State of Alabama, be, and it is hereby, authorized to construct, maintain, and operate a bridge or bridges, and approaches thereto, between the mainland at a point suitable to the interests of navigation at or near Cedar Point and Dauphin Island, both Little and Big, situated in Mobile County, State of Alabama, in accordance with the provisions of the Act entitled "An Act to regulate the construction of bridges over navigable waters," approved March twenty-third, nineteen hundred and six: *Provided*, That the authority hereby granted shall be considered as withdrawn and deemed to be revoked if the said bridge or bridges and approaches thereto be not constructed and put in operation by or before the eighteenth day of September, nineteen hundred and sixteen.

Construction modified.

Vol. 34, p. 84.

Proviso. Time for completion extended. Vol. 36, p. 869, amended.

Approved, June 18, 1912.

CHAP. 174.—An Act Limiting the hours of daily service of laborers and mechanics employed upon work done for the United States, or for any Territory, or for the District of Columbia, and for other purposes.

June 19, 1912.
[H. R. 9061.]
[Public, No. 199.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That every contract hereafter made to which the United States, any Territory, or the District of Columbia is a party, and every such contract made for or on behalf of the United States, or any Territory, or said District, which may require or involve the employment of laborers or mechanics shall contain a provision that no laborer or mechanic doing any part of the work contemplated by the contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work; and every such contract shall stipulate a penalty for each violation of such provision in such contract of five dollars for each laborer or mechanic for every calendar day in which he shall be required or permitted to labor more than eight hours upon said work; and any officer or person designated as inspector of the work to be performed under any such contract, or to aid in enforcing the fulfillment thereof, shall, upon observation or investigation, forthwith report to the proper officer of the United States, or of any Territory, or of the District of Columbia, all violations of the provisions of this Act directed to be made in every such contract, together with the name of each laborer or mechanic who has been required or permitted to labor in violation of such stipulation and the day of such violation, and the amount of the penalties imposed according to the stipulation in any such contract shall be directed to be withheld for the use and benefit of the United States, the District of Columbia, or the Territory contracting by the officer or person whose duty it shall be to approve the payment of the moneys due under such contract, whether the violation of the provisions of such contract is by the contractor or any subcontractor. Any contractor or subcontractor aggrieved by the withholding of any penalty as hereinbefore provided shall have the right within six months thereafter to appeal to the head of the department making the contract on

Eight-hour work-day. All public contracts to provide for, by laborers or mechanics.

Penalty to be stipulated.

Inspectors to report violations.

Deduction from contract.

Appeals to head of department, etc.

Right of action in Court of Claims. behalf of the United States or the Territory, and in the case of a contract made by the District of Columbia to the Commissioners thereof, who shall have power to review the action imposing the penalty, and in all such appeals from such final order whereby a contractor or subcontractor may be aggrieved by the imposition of the penalty hereinbefore provided such contractor or subcontractor may within six months after decision by such head of a department or the Commissioners of the District of Columbia file a claim in the Court of Claims, which shall have jurisdiction to hear and decide the matter in like manner as in other cases before said court.

Contracts excepted. SEC. 2. That nothing in this Act shall apply to contracts for transportation by land or water, or for the transmission of intelligence, or for the purchase of supplies by the Government, whether manufactured to conform to particular specifications or not, or for such materials or articles as may usually be bought in open market, except armor and armor plate, whether made to conform to particular specifications or not, or to the construction or repair of levees or revetments necessary for protection against floods or overflows on the navigable waters of the United States: *Provided*, That all classes of work which have been, are now, or may hereafter be performed by the Government shall, when done by contract, by individuals, firms, or corporations for or on behalf of the United States or any of the Territories or the District of Columbia, be performed in accordance with the terms and provisions of section one of this Act. The President, by Executive order, may waive the provisions and stipulations in this Act as to any specific contract or contracts during time of war or a time when war is imminent, and until January first, nineteen hundred and fifteen, as to any contract or contracts entered into in connection with the construction of the Isthmian Canal. No penalties shall be imposed for any violation of such provision in such contract due to any extraordinary events or conditions of manufacture, or to any emergency caused by fire, famine, or flood, by danger to life or to property, or by other extraordinary event or condition on account of which the President shall subsequently declare the violation to have been excusable. Nothing in this Act shall be construed to repeal or modify the Act entitled "An Act relating to the limitation of the hours of daily service of laborers and mechanics employed upon the public works of the United States and of the District of Columbia" being chapter three hundred and fifty-two of the laws of the Fifty-second Congress, approved August first, eighteen hundred and ninety-two, as modified by the Acts of Congress approved February twenty-seventh, nineteen hundred and six, and June thirtieth, nineteen hundred and six, or apply to contracts which have been or may be entered into under the provisions of appropriation Acts approved prior to the passage of this Act.

Provided. All classes of contract work included.

Waiver in time of war.

Isthmian Canal exceptions.

Emergencies, etc.

Eight-hour law not affected. Vol. 27, p. 340.

Vol. 84, pp. 33, 669.

Contracts under prior appropriation.

In effect January 1, 1913.

SEC. 3. That this Act shall become effective and be in force on and after January first, nineteen hundred and thirteen.

Approved, June 19, 1912.

June 24, 1912.
[H. R. 16689.]
[Public, No. 200.]

CHAP. 181.—An Act Legalizing certain conveyances heretofore made by the Union Pacific Railroad Company.

Union Pacific Railroad Company.
Conveyances of land on right of way legalized.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all conveyances or agreements heretofore made by the Union Pacific Railroad Company, or the Union Pacific Railway Company, or Union Pacific Railroad Company, or the Leavenworth, Pawnee and Western Railroad Company, or the Union Pacific Railway Company, Eastern Division, or the Kansas Pacific Railway Company, or the successors or assigns of any of