

lowing: "Anything in any other Acts of Congress to the contrary notwithstanding"; by striking out "range 35" wherever it appears in such section and inserting in lieu thereof the following: "township 35 north"; by striking out the word "of" following the word "ownership" appearing in the first proviso of the said section; and by striking out the word "constituent" in section 1 and inserting in lieu the word "constituent".

Approved, July 15, 1941.

52 Stat. 1209.

[CHAPTER 300]

AN ACT

Authorizing the Copper River and Northwestern Railway Company to convey to the United States its railroad right-of-way and other railroad properties in Alaska, for use as a public highway, tramroad, or tramway, and for other purposes.

Copper River and
Northwestern Rail-
way Company.
Conveyance of
right-of-way, etc., to
U. S.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Copper River and Northwestern Railway Company, or any of its successors in interest or assigns, is hereby authorized to give and convey to the United States of America (1) all or any portion of its railroad right-of-way acquired under grants made by Congress or otherwise, including station and terminal grounds and lands used as sites for railroad structures or purposes of any kind, and (2) equipment, including telephone and telegraph poles and lines, ties, rails, rolling stock, bridges, buildings, and other properties in Alaska used in connection with the construction, maintenance, and operation of the railroad.

Acceptance of prop-
erties for highway
purposes.

SEC. 2. The Secretary of the Interior is hereby authorized and empowered to accept, on behalf of the United States and without cost to the United States, gifts and conveyances of said properties to be used, operated, and maintained, as far as may be practicable or necessary, as a public highway, tramroad, or tramway under the provisions of the Act of June 30, 1932 (47 Stat. 446), notwithstanding anything within any Act to the contrary.

48 U. S. C. §§ 322-
327.

Status of properties
acquired.
43 U. S. C. § 912.

SEC. 3. The provisions of the Act of March 8, 1922 (42 Stat. 414), shall not affect the right-of-way, or any portion thereof, or any other lands or properties donated, granted, or conveyed to the United States pursuant to the authorization contained in this Act.

Approved, July 15, 1941.

[CHAPTER 301]

AN ACT

To ratify a lease entered into by certain Mission Indians of California.

July 15, 1941
[H. R. 2308]
[Public Law 177]

Mission Indians,
Calif.
Lease of land to
Palm Springs, Calif.,
ratified.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That a lease bearing date of December 8, 1939, between the Agua Caliente or Palm Springs Band of Mission Indians of California and the city of Palm Springs, California, in the following words, is hereby ratified and confirmed subject, however, to the conditions stated in section 2 hereof:

This indenture of lease executed at Palm Springs, California, as of the 4th day of December, 1939, by and between the Agua Caliente or Palm Springs Band of Mission Indians of California, the party of the first part hereinafter referred to as lessor and the City of Palm Springs, a municipal corporation of the State of California, the party of the second part, hereinafter referred to as lessee, both of said parties being within the County of Riverside, State of California.

Witnesseth, that the lessor hereby leases to the lessee the land and premises in the City of Palm Springs, County of Riverside, State of California, described as Section 18, Township 4 South, Range 5 East of the San Bernardino Base and Meridian, for a term of twenty-five years beginning on the first day of January, 1941, and ending on the 31st day of December, 1965, for the rental for said premises for said term which the lessee agrees to pay to the lessor which shall be ten percent of the gross receipts of the lessee for the use of said premises during said term, it being agreed, however, that the minimum rental which the lessee shall pay the lessor shall be the sum of \$640.00 per annum, payable in advance on or before the 31st day of January of each year of the term of this lease, and that during the Month of January, 1942, and the month of January of each year thereafter of said term, the lessee shall furnish to the lessor a sworn statement of the gross receipts received by the lessee for the use of said premises for the preceding year, and on or before the 31st day of said month of January in each said year of the term of this lease the lessee shall pay to the lessor in addition to said sum of \$640.00 an amount equal to ten percent of the excess, if any, of said gross receipts over and above the sum of \$6,400.00.

The term gross receipts as used herein for the purpose of calculating the amount of said rental is herein defined as being all sums of money received by the lessee for the use of said premises for the purposes herein specified during each annual period of the term of this lease.

Said demised premises shall be used by the lessee and its sub-lessees for public airport and other uses and purposes.

Upon the termination of this lease by surrender by the lessee or by dispossession of the lessee by the lessor or by any authority superior to the lessor, all rent and liabilities of the lessee accruing thereafter shall cease and the lessee may within a period of sixty days remove any and all improvements placed upon said premises during the term of said lease save and except buildings permanently affixed to the land, but, upon failure to remove same within that period, any improvements remaining thereon shall become the property of the Agua Caliente Band of Indians.

It is expressly understood and agreed by and between the parties hereto that the lessor does not assume any responsibility for damage caused, either directly or indirectly, by any operations of the lessee under this contract, and the lessee hereby agrees to hold the lessor harmless for any damage which may result from the operations of the lessee, or of its employees or agents under this lease, whether the acts causing such damage be negligent or otherwise.

The lessee must comply with all State, sanitary, health, and housing regulations.

The lessee agrees that it will not use, or permit to be used any part of the premises for the manufacture, sale, gift, storage, or drinking of intoxicating liquor or beverages, so long as these are prohibited by law upon the demised premises.

This lease may be cancelled by the lessor at the discretion of and with the approval of the Secretary of the Interior for failure of the lessee to comply with any of the terms thereof.

The rental herein required to be paid by the lessee to the lessor for the use of said premises during said term shall be paid to the legally authorized agent of the lessor entitled by law to receive the same and receipt therefor, and such payment shall be a full discharge of the lessee therefor.

It is agreed that the lessee may enter upon said premises immediately upon the lawful ratification and approval hereof, and prior to

the beginning of said term for the purpose of improving and preparing said premises for use as an airport.

In witness whereof the parties hereunto have subscribed their names and affixed their seals as of the day first hereinabove mentioned. (Executed in quintuplicate—five copies.)

**AGUA CALIENTE OR PALM SPRINGS BAND OF
MISSION INDIANS OF CALIFORNIA.**

(By) Willie Marcus Belardo, Chairman; Lee Arenas, Vice-Chairman; Lena C. Welmas, Secretary; Juana S. Hatchitt, Member of Council; Clemente Segundo, Member of Council; Carrie Pierce Casero; Francisco Patencio; Viola J. Hatchitt; Frank Morro; John Joseph Andreas; John Joseph Patencio; John Anthony Andreas; Moreno Patencio; Ramon Manuel; Santos Albert Patencio; Eleteria Arenas Nicholson; Marcus J. Pete; Florida Patencio Roxey; Anna J. Pierce; Cecelia Patencio Roxey; Baristo Sol Santiago; Genevieve P. St. Marie; Virginia Patencio Siva; Ramalda Lugo Taylor; Augusta Patencio Torro; Matild Patencio Welmas; Frank Segundo.

CITY OF PALM SPRINGS, CALIFORNIA,

By PHILIP L. BOYD, Mayor.
GUY PINNEY, City Clerk.

I, Clemente Segundo, hereby certify that all the persons named as signers on the lease of the Agua Caliente or Palm Springs Band of Mission Indians for Section 18, Township 4 South, Range 5 East, Riverside County, California, are all duly enrolled and qualified members of said Band; that they have read or had read to them and interpreted to them said lease, made to the City of Palm Springs, California; that they have expressed their understanding of the same and desire to have the same approved and put into effect for the mutual benefit of all, both the Indians and white residents of the said City. That the terms were explained and approved by all signers.

Witness my hand this 6th day of December, 1939.

CLEMENTE SEGUNDO.

I, Lena Welmas, hereby certify that I am the Acting Secretary for the Agua Caliente or Palm Springs Band of Mission Indians of California, and Secretary of the Acting Council. That I certify that all the persons named as signers of the foregoing described lease are Indians qualified to sign the same, and that the said lease has been thoroughly discussed and read, and explained, particularly to those who could not read or understand the English language. Particular care has been exercised to give a thorough explanation to those not understanding the English language. That I have personally seen to giving full explanations as to the same.

Witness my hand and seal this 6th day of December, 1939, at Palm Springs, California.

LENA C. WELMAS.

Approved.

WILLIE MARCUS BELARDO, Chairman.

Conditions to ratification.

SEC. 2. No assignment of the foregoing lease shall become effective until approved by the Secretary of the Interior or his authorized representative, and all revenues payable to the Agua Caliente or Palm Springs Band of Mission Indians under the terms of said lease or any assignment thereof shall be remitted to the superintendent or other officer in charge of the Agua Caliente or Palm Springs reservation,

and distributed in per capita payments as authorized by section 2 of the Act of August 25, 1937, Public, Numbered 375, Seventy-fifth Congress.

50 Stat. 811.

The construction, maintenance, and operation of any airport on the land covered by said lease shall conform to such requirements as may be prescribed by the Civil Aeronautics Authority.

Approved, July 15, 1941.

[CHAPTER 302]

AN ACT

To authorize the construction of Coast Guard cutters necessary in the interest of national defense and for performance of Coast Guard duties, and for other purposes.

July 15, 1941
[H. R. 4887]
[Public Law 178]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, in the interest of national defense, and to provide necessary facilities for the Coast Guard for the performance of its prescribed duties, the Secretary of the Treasury is hereby authorized to construct and equip thirteen Coast Guard cutters, three of which shall be especially designed for ice breaking in the Arctic regions.

Coast Guard.
Construction of cutters.

SEC. 2. The President is authorized and empowered, in the interest of the national defense, through the Commandant of the Coast Guard, to purchase, charter, requisition the use of, or the possession of, for the use of the Coast Guard in the training of Coast Guard cadets and merchant marine personnel, any foreign vessel designed as a merchant marine training ship, which is lying idle in waters within the jurisdiction of the United States: *Provided,* That the provisions of the Act of Congress approved June 6, 1941 (Public, Numbered 101, Seventy-seventh Congress), except the third and fourth provisos of section 1 thereof, applicable to foreign merchant vessels shall be applicable to any foreign vessel acquired under this section.

Acquisition of foreign vessel for training cadets.

Proviso.
Ante, p. 242.

SEC. 3. There is hereby authorized to be appropriated, out of any money in the Treasury not otherwise appropriated, such amount as may be necessary to carry out the purposes of this Act.

Appropriation authorized.

Approved, July 15, 1941.

[CHAPTER 303]

JOINT RESOLUTION

Making an additional appropriation for the Tennessee Valley Authority for the fiscal year ending June 30, 1942.

July 16, 1941
[H. J. Res. 194]
[Public Law 179]

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the sum of \$40,000,000 is hereby appropriated, out of any money in the Treasury not otherwise appropriated, as an additional amount for the Tennessee Valley Authority Fund, fiscal year 1942, for (1) beginning construction of two additional hydroelectric projects and two additional storage projects on the Hiwassee River and its tributaries, (2) installing additional electric generating units in existing hydroelectric projects owned by the Authority, and (3) building the transmission facilities needed to connect these projects and units to the existing transmission system of the Authority and to deliver the power produced by these projects and units to the market; such sum to be available for the objects and subject to the conditions specified under the caption "Tennessee Valley Authority" in the Independent Offices Appropriation Act, 1942.

Tennessee Valley Authority.
Additional appropriation, fiscal year 1942.
Purposes.

Ante, p. 118.

SEC. 2. The third proviso clause appearing under the head of Expediting Production in the Military Appropriation Act, 1942

Military Appropriation Act, 1942, amendment.