

Jan. 3, 1887.

CHAP. 16.—For the relief of Myron E. Dunlap.

Preamble.

Whereas, Myron E. Dunlap, late first lieutenant of Company E. Fourteenth Regiment New York Heavy Artillery, was cashiered from the service for tendering his resignation; and

Whereas, said dismissal was based upon insufficient grounds: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the said First Lieutenant Myron E. Dunlap, late of Company E. Fourteenth Regiment New York Heavy Artillery, be, and he is hereby, honorably discharged from the military service of the United States, as if he had been regularly mustered out of the military service of the United States on the twenty-third day of July, eighteen hundred and sixty-four; and the Secretary of War is hereby directed to enter upon the proper records of the War Department the corrections made by this act of the military record of said officer: *Provided,* That this act shall never be construed so as to grant any pay or allowance to the beneficiary under the same.

Approved, January 3, 1887.

MYRON E. DUNLAP.
Granted honorable discharge.

Proviso.
Not to grant pay, etc.

Jan. 17, 1887.

CHAP. 21.—An act referring to the Court of Claims for adjudication the claims of John H. Kinkead, Samuel Sussman, and Charles O. Wood.

Preamble

Whereas John H. Kinkead, of Nevada, and Samuel Sussman, of California, did, on the twenty-eighth day of October, eighteen hundred and sixty-eight, purchase a certain building situate on lot known as number one on the official plat of the town of Sitka, in the Territory of Alaska, from the Russian-American Company, the owner of said building; and

Whereas said building had been declared by the protocol of the transfer of Russian America to the United States to be private property; and Whereas thereafter the collector of customs of the United States did take from said Kinkead and Sussman a lease of a portion of said building, and entered thereupon; and

Whereas afterward General Jefferson C. Davis did seize the whole of said building, on the ground that the same was the property of the United States, notwithstanding the commissioners appointed to ascertain private property had certified the same to be private property; and Whereas afterward said Kinkead and Sussman did present their petition to the United States Court of Claims claiming rent for the said building; and

Whereas said court did, on the eleventh day of June, eighteen hundred and eighty-three, dismiss said claim, for want of jurisdiction only; and Whereas Charles O. Wood, of Ohio, did in like manner purchase a certain other building, situate on lot known as number twenty-four, from said Russian-American Company, and did in like manner present his petition to the Court of Claims for rent of the same, the same having been in like manner seized for the use of the United States, notwithstanding the same had been certified to be private property; and Whereas said Court of Claims did in like manner dismiss the claim of said Wood, for want of jurisdiction only: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That jurisdiction be, and is hereby, conferred on the Court of Claims to hear the claims of John H. Kinkead, and Samuel Sussman and Charles O. Wood, for the rent and value of certain buildings in the town of Sitka, in the Territory of Alaska, alleged by them to have been acquired by virtue of purchase from the Russian American Company, upon the evidence already filed in said court and such additional legal evidence as may be hereafter presented on either side; and if said court shall find that said parties acquired a valid title to said buildings respectively alleged to have been purchased by them, said court shall award to said parties a fair and

John H. Kinkead, Samuel Sussman, and Charles O. Wood.

Claims of, referred to Court of Claims.

reasonable rent for the use of the said buildings for the time (if any) the same have been occupied by the United States, and also a suitable indemnity for said buildings themselves; and the receipt of such rent and indemnity shall thereafter bar any further claim by said parties for the use of said buildings or for the value thereof; and before receiving the same, all of said parties shall execute a release to the United States for all right, title and interest whatsoever in and to the said property; and any defense, set-off, or counter claim may be pleaded by the United States as defendants, as in cases within the general jurisdiction of the court, and either party shall have the same right of appeal as in such cases.

Approved, January 17, 1887.

CHAP. 22.—An act for the relief of the Greensburgh Limestone Company and others.

Jan. 17, 1887.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Greensburgh Limestone Company, a corporation duly organized under the laws of the State of Indiana, William W. Lowe, Daniel W. Levett, and Oliver M. Thompson, partners doing business under the firm-name of W. W. Lowe and Company, and John L. Scanlon, being the parties of the second part named in a certain contract in behalf of the United States made by Samuel Hannaford, such contract being one for the delivery of certain stone as therein described for the erection of a custom-house and post-office at Cincinnati, Ohio, and bearing date the twenty-first day of August, eighteen hundred and seventy-four, or the survivors of such parties, are hereby authorized and empowered to bring in the Court of Claims a suit against the Government of the United States, upon the said contract, for the damages by them sustained, in regard to the premises in said contract provided for, by reason of their being required, in the execution of such contract, by the superintendent and others in charge of the construction of the said building, to deliver stone, as is alleged, of sizes and character different from those called for in the said contract, or different from those which they were entitled to deliver thereunder. And the said court is hereby authorized and directed to take jurisdiction in said case, and to render a judgment therein for whatever sum, if anything, shall be shown by the evidence to have been the increased cost, damage, and expense to which the said claimants were subjected by reason of their being required, as aforesaid, to deliver stone different from that provided for in said contract, if the court shall hold that such requirement was not authorized thereby: *Provided,* That such recovery shall in no case be in excess of what shall appear from the said evidence to have been saved to the Government in avoiding loss or waste of stone, in the expense of cutting and fitting the said stone for the structure or structures for which they were designed, as provided in said contract, and in handling and setting such stone in said structure or structures; the claimants in no case to recover for anything that they shall not show to have been done by them not required by the contract, nor for anything that they shall not show to have been saved to the United States in the cost of the building by reason of the departure therefrom. And in the said action each party to the same shall be entitled to give in evidence all competent and relevant testimony already heretofore taken and filed in said court in a certain action, numbered eleven thousand nine hundred and seventy-two, heretofore prosecuted on said contract, and also all other competent and relevant testimony which either party may offer in the case. And each party to the said cause shall be entitled to take an appeal from the judgment of the Court of Claims to the Supreme Court of the United States, as in other cases.

Greensburgh Limestone Company, W. W. Lowe & Co., and John L. Scanlon.

Authorized to bring suit in Court of Claims for alleged damages.

Provido.
Recovery not to exceed saving to Government.

Approved, January 17, 1887.