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Klamath and Modoc Tribes and Yahooskin Band of Snake Indians or against said Klamath and Modoc Tribes and Yahooskin Band of Snake Indians in connection with the contract construed by such court in its decision dated January 12, 1938, in the case of Forest Lumber Company, a corporation, against the United States (86 C. Cls. 188).

SEC. 2. The amount of any judgment awarded by the Court of Claims upon such claim shall not exceed the amount of the judgment heretofore awarded by such court in the case of Forest Lumber Company, a corporation, against the United States (86 C. Cls. 188, 225).

SEC. 3. Suit upon such claim may be instituted by or on behalf of the Forest Lumber Company at any time within one year after the date of enactment of this Act. Proceedings for the determination of such claim and review thereof shall be had as in the case of claims over which such court has jurisdiction under section 1491 of title 28 of the United States Code, and the Klamath and Modoc Tribes and Yahooskin Band of Snake Indians shall be entitled to be represented in such proceedings, if they so desire, by legal counsel employed in conformity with the provisions of section 2103 of the Revised Statutes (25 U. S. C. 81). In the trial of any such suit the Court of Claims shall have jurisdiction to hear and determine any defenses available under the rules of law and equity applicable to contracts made by the United States, defenses of waiver or estoppel based on the course of dealing between the parties, and defenses based on mistake of law or fact, including any failure to collect sums payable under the contract involved in such suit by reason of mistake of law or fact, and shall determine the liability, if any, of the parties defendant as the facts and law require. Parol evidence shall be admissible for the purposes of proving or disproving such defenses notwithstanding any limitation upon the admissibility of parol evidence in suits involving contracts in writing. Any set-off, counterclaim, claim for damages, or other demand set up on the part of any defendant shall be heard and determined by the court in accordance with the provisions of section 2508 of title 28 of the United States Code.

62 Stat. 940.
28 U. S. C., Sup. III, § 1491.

62 Stat. 977.
28 U. S. C., Sup. III, § 2508.

SEC. 4. Any part of any judgment rendered hereunder which represents sums actually deposited to the credit of said Klamath and Modoc Tribes and Yahooskin Band of Snake Indians for timber cut from tribal lands shall be paid by the Secretary of the Treasury, upon appropriation by the Congress, from any funds in the Treasury of the United States to the credit of said tribe. Any other part of any judgment rendered shall be payable in the same manner as in the case of claims over which the Court of Claims has jurisdiction under section 1491 of title 28 of the United States Code.

62 Stat. 940.
28 U. S. C., Sup. III, § 1491.

Approved January 3, 1951.

[CHAPTER 1205]

AN ACT

January 3, 1951
[S. 3967]
[Private Law 1089]

To confer jurisdiction upon the Court of Claims to hear, determine, and render judgment upon the claim of the Algoma Lumber Company and its successors in interest, George R. Birkelund and Charles E. Siddall, of Chicago, Illinois, and Kenyon T. Fay, of Los Angeles, California, trustees of the Algoma Lumber Liquidation Trust.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, notwithstanding the provisions of section 2103 of the Revised Statutes (U. S. C., title 25, sec. 81) and notwithstanding any statute of limitations or lapse of time or any limitation upon the jurisdiction of the Court of Claims with respect to claims upon any contract implied in law, jurisdiction is hereby conferred upon such court to hear, determine, and render judgment upon the claim of the Algoma Lumber Company

Algoma Lumber Co.

(including the claim of George R. Birkelund and Charles E. Siddall, of Chicago, Illinois, and Kenyon T. Fay, of Los Angeles, California, trustees of the Algoma Lumber Liquidation Trust, successors by transfer, conveyance, and assignment thereof) either against the United States in a fiduciary capacity for the Klamath and Modoc Tribes and Yahooskin Band of Snake Indians or against said Klamath and Modoc Tribes and Yahooskin Band of Snake Indians in connection with the contract construed by such court in its decision dated January 12, 1938, in the case of Algoma Lumber Company, a corporation, against the United States (86 C. Cls. 226).

SEC. 2. The amount of any judgment awarded by the Court of Claims upon such claim shall not exceed the amount of the judgment heretofore awarded by such court in the case of Algoma Lumber Company, a corporation, against the United States (86 C. Cls. 226, 271).

SEC. 3. Suit upon such claim may be instituted by or on behalf of the Algoma Lumber Company or by the said trustees as successors in interest thereto at any time within one year after the date of enactment of this Act. Proceedings for the determination of such claim and review thereof shall be had as in the case of claims over which such court has jurisdiction under section 1491 of title 28 of the United States Code, and the Klamath and Modoc Tribes and Yahooskin Band of Snake Indians shall be entitled to be represented in such proceedings, if they so desire, by legal counsel employed in conformity with the provisions of section 2103 of the Revised Statutes (25 U. S. C. 81). In the trial of any such suit the Court of Claims shall have jurisdiction to hear and determine any defenses available under the rules of law and equity applicable to contracts made by the United States, defenses of waiver or estoppel based on the course of dealing between the parties, and defenses based on mistake of law or fact, including any failure to collect sums payable under the contract involved in such suit by reason of mistake of law or fact, and shall determine the liability, if any, of the parties defendant as the facts and law require. Parol evidence shall be admissible for the purposes of proving or disproving such defenses notwithstanding any limitation upon the admissibility of parol evidence in suits involving contracts in writing. Any set-off, counterclaim, claim for damages, or other demand set up on the part of any defendant shall be heard and determined by the court in accordance with the provisions of section 2508 of title 28 of the United States Code.

62 Stat. 940.
28 U. S. C., Sup. III, § 1491.

62 Stat. 977.
28 U. S. C., Sup. III, § 2508.

SEC. 4. Any part of any judgment rendered hereunder which represents sums actually deposited to the credit of said Klamath and Modoc Tribes and Yahooskin Band of Snake Indians for timber cut from tribal lands shall be paid by the Secretary of the Treasury, upon appropriation by the Congress, from any funds in the Treasury of the United States to the credit of said tribe. Any other part of any judgment rendered shall be payable in the same manner as in the case of claims over which the Court of Claims has jurisdiction under section 1491 of title 28 of the United States Code.

62 Stat. 940.
28 U. S. C., Sup. III, § 1491.

Approved January 3, 1951.

[CHAPTER 1206]

AN ACT

January 3, 1951
[H. R. 4653]
[Private Law 1090]

For the relief of the New York Quinine and Chemical Works, Incorporated; Merck and Company, Incorporated; and Mallinckrodt Chemical Works.

Merck and Company, Inc., and others.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Merck and Company, Incorporated, acting on behalf of itself and on behalf of Mallinckrodt Chemical Works and the New York Quinine and Chem-