

principal meridian, in Jackson County, Iowa, reserved or acquired for the purposes of the Upper Mississippi River Wild Life and Fish Refuge, said right of way or easement being located as shown on "Plan of bridge site and new roadway for Savanna-Sabula Bridge project, November 16, 1931," attached to and made a part of a certain agreement entered into on the 23d day of December, 1931, between the said Savanna-Sabula Bridge Company and E. C. Hotchkiss, acting superintendent, Upper Mississippi River Wild Life and Fish Refuge, pursuant to a certain permit issued to the said Savanna-Sabula Bridge Company by the Secretary of Agriculture and the Secretary of Commerce November 30, 1931, to construct, maintain, and operate the aforesaid highway over the aforesaid lands of the United States in the Upper Mississippi River Wild Life and Fish Refuge: *Provided*, That there is reserved to the United States in perpetuity, control of all game, fur-bearing animals, wild birds, and other wild life on the right of way or easement herein granted, and such right of way or easement shall at all times be subject to regulations prescribed under authority of the Upper Mississippi River Wild Life and Fish Refuge Act of June 7, 1924 (U. S. C., title 16, ch. 8): *Provided further*, That in consideration of the granting of this right of way or easement no toll or other charge shall be exacted by the grantee, its successors or assigns, from any of the officers and employees of the United States, including their vehicles, for traversing the aforesaid bridge, or the highway or approach thereto or the right of way or easement hereby granted, while on official duty: *And provided further*, That said right of way or easement shall not be used, except by special permission of the Secretary of Agriculture, for any purpose other than the construction, maintenance, and operation of said highway, including the fencing of said right of way and diversion of the water in the adjacent stream: *Provided further*, That the grantee shall at all times permit officers and employees of the Department of Agriculture and the Department of Commerce, of the United States, when in discharge of their official duties in relation to said Upper Mississippi Wild Life and Fish Refuge, free and unobstructed access to, through, and over said highway.

Provisos.
Rights reserved.

Vol. 43, p. 650.
U. S. C., p. 437.
No tolls of officers,
etc., on official business.

Conditions.

Access.

Rights to sell, etc.,
conferred.

SEC. 2. The right to sell, assign, transfer, and mortgage all the rights, powers, and privileges conferred by this Act is hereby granted to the Savanna-Sabula Bridge Company, its successors and assigns; and any corporation or person to which or to whom such rights, powers, and privileges may be sold, assigned, or transferred, or who shall acquire the same by mortgage foreclosure or otherwise, is hereby authorized and empowered to exercise the same as fully as though conferred herein directly upon such corporation or person.

SEC. 3. That the right to alter, amend, or repeal this Act is hereby expressly reserved.

Amendment.

Approved, July 6, 1932.

[CHAPTER 434.]

AN ACT

To amend the sixth exception in section 3 of the Immigration Act of 1924 with reference to nonimmigrant status of certain aliens.

July 6, 1932.
[H. R. 8766.]
[Public, No. 266.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 3 (6) of the Immigration Act of 1924 be amended so as to read as follows:

"(6) An alien entitled to enter the United States solely to carry on trade between the United States and the foreign state of which he

Immigration Act of
1924.
Nonimmigrant sta-
tus.
Vol. 43, p. 155,
amended.

Entries under treaties, to engage in trade.

is a national under and in pursuance of the provisions of a treaty of commerce and navigation, and his wife, and his unmarried children under twenty-one years of age, if accompanying or following to join him."

Approved, July 6, 1932.

[CHAPTER 441.]

AN ACT

July 7, 1932.
[H. R. 437.]
[Public, No. 267.]

To require a contractor to whom is awarded any contract for public buildings or other public works or for repairs or improvements thereon for the District of Columbia to give bond for the faithful performance of the contract, for the protection of persons furnishing labor and materials, and for other purposes.

District of Columbia.
Contractors on public works.
Penal bond to include security for labor and material.

Vol. 30, p. 906.

Rights of persons, etc., furnishing labor, etc.

Payments where bond insufficient.

Action for labor or material furnished.

Jurisdiction.

Provisos.
Commencement of suit.

Creditors limited to single action.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That any person or persons entering into a formal contract with the District of Columbia for the construction of any public building, or the prosecution and completion of any public work, or for alteration and/or repairs, including painting and decorating, upon any public building or public work, shall be required, before commencing such work, to execute the usual penal bond in an amount not less than the contract price, with good and sufficient sureties, with the additional obligation that such contractor or contractors shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract; and any person, company, or corporation who has furnished labor or materials used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the District of Columbia on the bond of the contractor, and to have their rights and claims adjudicated in such action and judgment rendered thereon, subject, however, to the priority of the claim and judgment of the District of Columbia.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then, after paying the full amount due the District of Columbia, the remainder shall be distributed pro rata among said interveners. If no suit should be brought by the District of Columbia within six months from the completion and final settlement of said contract, then the person or persons supplying the contractor with labor and materials shall, upon application therefor, and furnishing affidavit to the District of Columbia that labor or materials for the prosecution of such work has been supplied by him or them, and payment for which has not been made, be furnished with a certified copy of said contract and bond, upon which he or they shall have a right of action, and shall be, and are hereby, authorized to bring suit in the name of the District of Columbia in the Supreme Court in the District of Columbia, irrespective of the amount in controversy in such suit, and not elsewhere for his or their use and benefit, against said contractor and his sureties, and to prosecute the same to final judgment and execution: *Provided*, That where suit is instituted by any of such creditors on the bond of the contractor it shall not be commenced until after the complete performance of said contract and final settlement thereof, and shall be commenced within one year after the performance and final settlement of said contract, and not later: *Provided further*, That where a suit is instituted by a creditor or by creditors, only one action shall be brought, and any creditor may file his claim in such action and be made party thereto within one year from the completion of the work under said contract, and