

with respect to the homesteading program, and would require it to respect leases and other land use arrangements "previously entered into by the Trust Administration" and various tenancies at will or by sufferance. Perhaps more importantly, the U.S. will obtain a "formal commitment to accommodate [defense] needs in good faith on terms to be mutually agreed with United States authorities."

Thus, under the contract, the United States will not only be relieved of the responsibility of administering the public lands, but it will receive formal assurances with respect to various protections of the public interest and use of public lands for defense purposes. We believe there is no doubt this contract would bind the United States. "When the United States, with constitutional authority, makes contracts, it has rights and incurs responsibilities similar to those of individuals who are parties to such instruments [The] right to make binding obligations is a competence attaching to sovereignty." 1/

Moreover, we believe that the agreement would be enforceable in the federal courts. It is possible that damages might be recoverable in the Court of Claims "upon any claim against the United States founded . . . upon any express or implied contract with the United States . . . ," 2/

1/ Perry v. United States, 294 U.S. 330, 352-53 (1935).

2/ 28 U.S.C. § 1491.