

CHAPTER 22.

[H. F. No. 706.]

AN ACT TO REGULATE THE SALE AND LEASE OF MINERAL AND OTHER LANDS BELONGING TO THE STATE OF MINNESOTA.

Be it enacted by the Legislature of the State of Minnesota:

Mineral leases.

SECTION 1. The commissioner of the land office of the state of Minnesota is hereby authorized to execute leases and contracts for the mining and shipping of iron ore from any lands now belonging to the state, or from any lands to which the state may hereafter acquire title, subject to the conditions hereinafter provided.

Form for application.

SEC. 2. The application for a mineral lease as herein provided, shall be in such form as the state land commissioner may prescribe. It shall correctly describe the land desired to be leased, and shall consist of contiguous descriptions, which, in the aggregate, shall not exceed one hundred and sixty (160) acres in any one lease, unless some of the descriptions shall be fractional subdivisions, in which case the acreage may exceed the number above mentioned. Before any lease shall be granted, the applicant shall pay to the state treasurer the sum of twenty-five dollars (\$25), and in case two or more persons shall apply for a lease at the same time, then the one who will pay the largest sum of money therefor shall be entitled to receive the lease first provided for in this act.

Present leases to have prior claim.

Provided further, that in case any person or persons, whether as owners, lessees or otherwise, shall have sunk, or shall hereafter sink mining shafts, or make other mineral developments, to the amount of not less than five thousand dollars (\$5,000) in good faith under the presumption that the lands belonged to them, or that they had full legal right to operate thereon for iron ore or other minerals, which shall be ascertained to be upon lands belonging to the state or leased under the provisions of this act, such persons shall have a first or prior claim, on the terms above provided, to such developments and to a reasonable area or land to embrace and include such improvements.

Prospecting.

The holder of a mineral lease, secured as above provided, shall have the right to prospect for iron ore on the lands embraced therein, for a period of one (1) year from the date thereof, at which time said right shall terminate. Provided that no iron ore shall be removed therefrom until a contract, as hereinafter provided shall have been executed.

SEC. 3. At any time prior to the expiration of said lease, the lease-holder, or any assignee thereof, shall have the right to obtain from the said commissioner of the

state land office a contract, which shall bind the state of Minnesota, as the party of the first part, and the person, persons or corporation to whom said contract shall issue, as the party of the second part, in a mutual observance of the obligations and conditions as specified therein.

SEC. 4. The contract provided for in section three (3) shall be as follows:

This indenture, made this.....day of.....A. D. one thousand eight hundred and..... (18..), by and between the state of Minnesota, party of the first part, andparty of the second part, WITNESSETH, That the party of the first part, in consideration of the sum of one hundred dollars (\$100), to it in hand paid by the party of the second part, being the first annual payment hereinafter provided for, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions herein contained, to be kept and performed by the part.. of the second part, does hereby contract, lease and demise to the part.. of the second part for a term of fifty (50) years, from and after the.....day of....., one thousand eight hundred and(18..), the following described land, situated in the county of....., in the state of Minnesota, .viz:....., which premises are leased to the part.. of the second part for the purposes of exploring for, mining, taking out and removing therefrom, the merchantable shipping iron ore, which is, or which hereafter may be found on, in or under said land, together with the right to construct all buildings, make all excavations, openings, ditches, drains, railroads, wagon roads and other improvements upon said premises, which are or may become necessary or suitable for the mining or removal of iron ore from said premises, with the right, during the existence of this lease, to cut and use the timber found upon said premises for fuel, other than for smelting purposes, and so far also as may be necessary for the construction of buildings required in the operation of any mine or mines, on the premises hereby leased, as also the timber necessary for drains, tramways and supports for such mine or mines. *Provided*, however, that the part.. of the second part shall have the right at any time to terminate this agreement in so far as it requires the part.. of the second part to mine ore on said lands, or to pay a royalty therefor, by giving written notice to the party of the first part, which shall be served by leaving the same with the commissioner of the state land office, who shall officially, in writing, acknowledge the receipt of said notice, and the foregoing lease shall terminate sixty (60) days thereafter, and all arrearages and sums which may be due under the same up to the time of its termination, as set forth in such notice, shall be paid upon settlement and adjustment thereof.

Contract,
form of.

Contract.

The party of the first part further agrees that the part. . of the second part shall have the right under this agreement to contract with others to work such mine or mines, or any part thereof, or to sub-contract the same, and the use of said land, or any part thereof, for the purposes of mining for iron ore, with the same rights and privileges as are herein granted to the said part. . of the second part. The part. . of the second part, in consideration of the premises, hereby covenants and agrees to and with the party of the first part, that the part. . of the second part will, on or before the twentieth (20th) day of April, July, October and January in each year, during the period hereinbefore stipulated, or during the period this contract continues in force, pay to the treasurer of the state of Minnesota, for all the iron ore mined and removed from said land during the three (3) months preceding the first (1st) day of the month in which payment is to be made, as aforesaid, at the rate of twenty-five (25) cents per ton, for all iron ore so taken out, mined and carried away, each ton to be reckoned at twenty-two hundred and forty (2240) pounds.

The part. . of the second part, at the time of such payment, shall transmit to the commissioner of the state land office an exact and truthful statement of the amount of iron ore removed during the three (3) months for which such payment shall be made. The iron ore so taken by the part. . of the second part from said land, shall be weighed by the railroad company transporting the same from said land; which weight shall determine the quantity as between the parties hereto. Said part. . of the second part shall furnish the commissioner of the land office monthly statements showing the aforesaid weights; the right, however, is hereby conceded to the party of the first part, by its duly authorized agents, to inspect, review and test the correctness of said railroad company's scales and weights at any time, and in such manner as may seem proper to adopt, it being understood that any errors in these respects, when ascertained, shall be cognizable and corrected. The part. . of the second part agrees to pay all taxes, general or specific upon the land so leased, which may be assessed either against said land and the improvements thereon, or the iron ore product thereof, or any personal property at said mines, during the continuance of this lease; just the same as though the lands herein leased were owned in fee by the said part. . of the second part; and at the termination of this lease to quietly and peaceably surrender the possession of said land to the party of the first part.

The part. . of the second part further covenants that within five (5) years from the completion of a railroad within one (1) mile of said land there shall be mined and removed therefrom at least one thousand (1,000) tons of iron ore, and at least five thousand (5,000) tons shall be annually thereafter mined and removed therefrom, and in case

the said part. . of the second part shall not annually remove from said land the five thousand (5,000) tons of ore as above stipulated, the part. . of the second part shall pay into the treasury of the state of Minnesota a royalty of twenty-five (25) cents per ton on five thousand (5,000) tons, which payment shall be made quarterly as above specified. Contract.

Provided, further, that up to the time when the first one thousand (1,000) tons of iron ore is required to be mined and removed, as hereinbefore specified, there shall be annually paid into the treasury of the state of Minnesota by the part. . of the second part the sum of one hundred dollars (\$100), which payment shall be made on or before the first (1st) day of August of each year.

It is mutually understood and agreed that upon the termination of this agreement, whether by the acts of the parties, or either of them, or by limitation, the part. . of the second part shall have ninety (90) days in which to remove all engines, tools, machinery, railroad tracks and structures erected or placed by said part. . on said land, but shall not remove or impair any supports placed in the mines, nor any timbers or frame work necessary to the use and maintenance of shafts or other approaches to the mines or tramways within the mines.

The part. . of the second part shall open, use and work the said mines in such manner only as is usual and customary in the skillful and proper mining operations of similar character when conducted by the proprietors themselves on their own lands, and so as not to do, cause or permit any unnecessary or unusual permanent injury to the same, or inconvenience or hindrance in the subsequent operating of the said mine, and in the working of said mine, the part. . of the second part shall deposit all earth, rock and other useless material or rubbish at such places and in such manner as will not conflict with or embarrass the future operating of said mines.

The party of the first part expressly reserves to itself (and the part. . of the second part assents thereto) the right, by its duly authorized agents, to enter into and upon the above described premises and any part or parts thereof, at any time or times, to inspect and survey the same, and measure the quantity of ores that shall have been mined or removed therefrom, not unnecessarily or unreasonably hindering or interrupting the operations of lessees.

The covenants, terms and conditions of this lease shall run with the land and be in all respects binding and operative upon all sub-lessees and guarantees under the part. . of the second (2nd) part.

It is further provided that the present lease is granted upon the express condition that if said royalty or any part thereof, be and remain unpaid after the days and times herein specified, and if the same remain in default for a

Contract.

period of sixty (60) days, or in case the part. . of the second part fail to keep and perform any of the covenants or conditions herein expressed to be kept and performed by said part. . of the second part, then and from thenceforth and in either of those events, it shall be lawful for the party of the first part, at its own option, to take possession of the said leased premises, with or without any previous notice or process whatever, to re-enter, and the same to have and possess again as fully and completely as though no lease had been given to the said part. . of the second part, and they and all parties claiming under them shall be wholly excluded therefrom.

The part. . of the first part reserves, and shall at all times have, possess and hold a lien upon all ore mined, and on all improvements made on said premises by the part. . of the second part for any unpaid balances due on this contract.

The part. . of the first part reserves the right to grant to any person or corporation the right-of-way necessary for the construction and operation of one or more railroads over or across the land herein leased, without let or hindrance from the part. . of the second part; but such railroad or railroads shall not manifestly or materially interfere with the mining operations carried on on said premises.

Payments.

SEC. 5. All payments under this act shall be made to the state treasurer on the order of the state auditor, and shall be credited to the permanent fund of the class of land to which it properly belongs.

SEC. 6. The land commissioner is hereby authorized and empowered, in case the lessee under any lease heretofore provided for fails or neglects to fully comply with all the conditions and covenants of such lease, to at once enter upon the premises described in such lease and take possession of the same, any rule of law or equity to the contrary notwithstanding.

Copper ore.

SEC. 7. Should copper or any other valuable mineral be discovered on land and leased as heretofore authorized, the terms and conditions on which the same may be mined, shall be agreed upon by the state land commissioner and the lessee, and in case they are unable to agree, then each shall choose a referee—the two (2) persons thus selected shall choose a third. The decision of said board shall be final and binding on the parties in interest.

Hay privileges.

SEC. 8. The state land commissioner is hereby authorized to lease state lands for hay or grass privileges, subject to such restrictions as he may prescribe; provided that no such lease shall be for more than one (1) calendar year.

Mineral rights reserved in certain counties.

SEC. 9. Whenever state lands situated in the counties of St. Louis, Lake and Cook are sold, for which contracts or patents are issued, it shall be proper for the land commissioner of the state land office to indorse across the face of

such contracts or patents the following words: "All mineral rights reserved to the state." The effect of such indorsement shall be to reserve to the state all mineral rights.

SEC 10. This act shall take effect and be in force from and after its passage.

When act to take effect.

Approved April 24, 1889.

CHAPTER 23.

[H. F. No. 861.]

AN ACT TO VALIDATE CERTAIN CONVEYANCES HERETOFORE MADE OF LANDS IN TRUST, TO BE USED, MAINTAINED, KEPT AND DISPOSED OF AS A PLACE OF DIVINE WORSHIP FOR THE USE OF THE MINISTRY AND MEMBERSHIP OR OF RESIDENCE FOR THE MINISTRY OF ANY CHURCH OF THE EVANGELICAL ASSOCIATION OF NORTH AMERICA.

Be it enacted by the Legislature of the State of Minnesota:

SECTION 1. In all cases when deeds or conveyances have heretofore been made of lands or interests in lands in this state, to any person or persons or to any church or congregation or to the trustees of any church or congregation of the evangelical association of North America in trust to be used, maintained, kept and disposed of as a place of divine worship or for the purpose of residence for the ministry for the use of the ministry and membership of any such church or congregation of the evangelical association of North America, such deeds or conveyances are hereby declared legal and valid and the legal title or interest in such land shall be deemed vested in such person or persons and trustees.

Conveyances legalized in certain cases.

Provided, that when any of such lands have been occupied by any church organization of the evangelical association of North America for the term of five (5) years, such church organization under whatever name shall be deemed the equitable owner thereof and such lands shall not be disposed of without the consent of the board of trustees representing such church organization.

Proviso.

SEC. 2. This act shall take effect and be in force from and after its passage.

When act to take effect.

Approved April 24th, 1889.