

CHAPTER 546—H. F. No. 1182

An act relating to state mining permits and leases, the sale thereof, royalty schedule, recording and approval of assignments and other instruments affecting the same; amending Mason's Minnesota Statutes of 1927, Section 6404, Mason's Supplement 1940, Section 6405, Mason's Minnesota Statutes of 1927, Sections 6406, 6408, 6409, 6416 and 6417.

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

Section 1. **Law amended.**—Mason's Minnesota Statutes of 1927, Section 6404, is hereby amended to read as follows:

"6404. **Division of lands into mining units.**—The *commissioner of conservation* shall divide all lands belonging to the state, or in which the state has an interest, excepting lands situate under the waters of any public lake or river, into mining units of not to exceed in the aggregate two contiguous forty-acre tracts of land, unless some of the descriptions are fractional sub-divisions according to the government survey thereof, in which case the acreage may exceed eighty acres, but shall not exceed a total of ninety acres, provided that in case of lands containing *taconite* or low grade magnetite ore deposits, the total area shall not exceed three contiguous units. No mining unit herein provided for shall contain lands belonging to more than one permanent trust fund."

Sec. 2. **Law amended.**—Mason's Supplement 1940, Section 6405, is hereby amended to read as follows:

"6405. **Semi-annual sale of permits by commissioner of conservation—notice—publication—contents of notice.**—A sale of permits may be held *semi-annually* at the discretion of the commissioner of conservation, but for all such sales he shall give public notice of sale of permits by four weekly publications in a daily paper printed and published in each of the cities of Saint Paul, Minneapolis, Duluth, Hibbing, Virginia. The same notice of sales may be published in not to exceed two additional newspapers and two trade magazines as the commissioner of conservation may from time to time direct. The last publication above provided for shall be not less than seven days before *June 1 and December 1* of each year. Said published notice shall contain the following information:

1. Time and place of holding said sales.
2. The general requirements provided by law as to the purchasers of permits.

3. Place where list of lands, arranged in mining units upon which applications for permits to prospect for iron ore may be obtained."

Sec. 3. Law amended.—Mason's Minnesota Statutes of 1927, Section 6406, is hereby amended to read as follows:

"6406. Application for permits—bids—acceptance or rejection—awards.—Applications for permits to prospect for iron ore shall be presented to the *commissioner of conservation* in writing in such form as he may prescribe at any time prior to the time of opening the bids as hereinafter provided. The application shall be accompanied by a certified check payable to the state treasurer in the sum of \$50.00 for each mining unit as set out above. Each application shall be accompanied also by a sealed bid setting forth the amount of royalty per gross ton of ore based upon the iron content of such ore when dried at 212 degrees Fahrenheit, *in its natural condition or when concentrated*, as set out in detail hereafter, that the applicant proposes to pay to the state of Minnesota in case the permit shall be awarded to him. A separate sealed bid shall be required for each mining unit as established by the *commissioner of conservation*, covered by the application, and be accompanied by a certified check made payable to the state treasurer in the sum of \$200.00 as a guarantee that the applicant will carry out and perform in good faith all the covenants set out in such permit. The envelope containing each bid shall be plainly marked on the outside showing the date of application, date received by the *commissioner of conservation*, and the name of the applicant. The *commissioner of conservation* shall endorse upon each application and sealed bid the exact time of presentation, and shall preserve the same unopened in his office. On the second Monday of June and the second Monday of December of each year, beginning with June, 1941, at eleven o'clock in the forenoon, in the office of the governor in the state capitol, in St. Paul, the *commissioner of conservation* shall publicly announce the number of applications and bids received. The *commissioner of conservation*, together with the executive council, shall then publicly open said bids and announce the amount of each bid separately, and shall award the permits to the highest bidder, but no bids shall be accepted that shall not equal or exceed the amounts provided for in *Mason's Minnesota Statutes of 1927, Section 6409 as amended*, nor shall any bid be accepted that shall not comply with the law and be accompanied by a certified check for the faithful performance of the terms of each permit as hereinbefore set out. The right is herein reserved to the state to reject any and all bids. All applications

for permits and bids not accepted at such sale shall become void at the close of such sale; and the checks accompanying such applications and bids shall be returned to the applicants entitled to them."

Sec. 4. **Law amended.**—Mason's Minnesota Statutes of 1927, Section 6408, is hereby amended to read as follows:

"6408. **Leases to permit holders—royalties.**—At any time prior to the expiration of any prospecting permit the original holder, or any assignee thereof, shall have the right to receive from the *commissioner of conservation* a mining lease, which shall bind the state and the person to whom it shall be issued to the mutual observance of the obligations and conditions thereof. As a condition precedent to the issuing of such mining lease, the holder of the permit shall file a full report properly verified, of all work of exploration done under such permit, in accordance with the provisions of Section 5, or an affidavit in case no work was done stating such facts, and shall pay to the state treasurer a sum of money based on the quarterly royalty payment of \$312.50 for the first year, as set out in the lease, in the ratio that the unexpired portion of the quarter bears to the full quarter. Provided that the holder of any permit to prospect for *taconite ore* shall be entitled to a lease in the form set out in Mason's Minnesota Statutes of 1927, Section 6409 as amended, except that the rental for the first ten years shall be \$400.00 per mining unit per year, payable quarterly in advance, and at the close of such period of ten years the annual rental shall be \$1,600 per mining unit as provided for hereinafter. If the permit holder shall fully comply with all terms and conditions therein contained the *commissioner of conservation* shall return to him or his assigns the amount of the certified check which accompanied his bid."

Sec. 5. **Law amended.**—Mason's Minnesota Statutes of 1927, Section 6409, is hereby amended to read as follows:

"6409. **Form of lease—rental and royalties.**—The lease provided for in Section 6 shall be as follows:

"This indenture, made this day of, 19 . . ., by and between the state of Minnesota, party of the first part, and part.. of the second part.

Witnesseth: That the party of the first part, for and in consideration of the sum of dollars to it in hand paid by the part . . . of the second part, being the first quarterly payment hereinafter provided for, the receipt

whereof is hereby acknowledged, and in further consideration of the covenants and conditions hereof, to be kept and performed by the part.... of the second part, does hereby lease and demise unto the part.... of the second part for the term of 50 years from and after the.....day of, 19....., the following described land, situated in the County of....., in the state of Minnesota, to-wit:..... which premises are leased to the part.... of the second part for the purpose of exploring for, mining, taking out and removing the iron ore found on or in said land, together with the right to construct or make such buildings, excavations, openings, ditches, drains, railroads, wagon roads and other improvements upon said premises as may be necessary or suitable for such purposes. The party of the first part reserves the right to sell and dispose of under the provisions of law now or hereinafter governing the sale of timber on state lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, his agents and servants, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the state, and without let or hindrance from the part.... of the second part; but such purchaser shall not unnecessarily or materially interfere with the mining operations carried on thereon. And the party of the first part further 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 thereby leased, without let or hindrance from the part.... of the second part; but such railroads shall not unnecessarily or materially interfere with the mining operations carried on thereon. The party of the first part further reserves the right to grant leases, permits or licenses to any portion of the surface of the demised premises to any person or corporation under authority of Laws of 1919, *Chapter 405* or as such law may be further amended or enlarged without let or hindrance from the part.... of the second part, but such leases, permits or licenses shall not unnecessarily or materially interfere with the mining operations carried on thereon. And the party of the first part agrees that the part.... of the second part shall have the right to contract with others for the working of such mines, or any part thereof, or for the use of such land or any part thereof, for the purpose of mining iron ore with the same rights and privileges as are hereby granted to the part.... of the second part, *provided that three duplicate originals of all such contracts shall*

be filed with the commissioner of conservation before they shall become effective for any purpose.

The part... of the second part covenants and agrees with the party of the first part that the part... of the second part will on or before the 20th day of April, July, October and January during the first year of this lease, pay to the treasurer of said state a rental of \$312.50 for the quarter preceding the first day of the month in which such payment is made, and a quarterly rental thereafter during the entire term this lease remains in force of \$1,250; provided, that the total amount of royalty due on iron ore removed and accounted for during said first year as provided for hereafter does not equal or exceed the sum of \$1,250 during the first year as above provided, and the sum of \$5,000 per annum thereafter, it being the purpose of this covenant to secure a regular annual income from the demised premises of not less than \$1,250 during the first year and \$5,000 thereafter in rentals or royalty on iron ore, or both except only in case of leases for *the mining of taconite ore as defined in Schedule 7 herein the annual payments for the first ten years shall be \$400.00 per annum per mining unit, payable quarterly in advance, and a quarterly rental thereafter during the entire term this lease remains in force of \$400.00, provided that the total amount of royalty due on taconite ore removed and accounted for during the first ten years as provided for hereafter does not equal or exceed the sum of \$400.00 per annum per mining unit and the sum of \$1,600 per annum per mining unit thereafter, it being the purpose of this covenant to secure a regular annual income from the demised premises of not less than \$400.00 per mining unit during the first ten years and \$1,600 per mining unit thereafter in rentals or royalty or both on taconite ore.*

And it is further understood and agreed that the schedules of minimum royalties to be paid by the part... of the second part to the party of the first part shall be as follows:

Schedule 1. On a gross ton of direct shipping open pit crude ore in its natural state, before beneficiation of any kind, other than crushing or dry screening, averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 12 cents. For a ton of ore averaging 26 per cent in iron dried at 212 degrees Fahrenheit, 12 cents, with a five per cent increase over 12 cents, or a royalty of 12.6 cents per ton. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 12.6 cents plus five per cent increase or a royalty of 13.23 cents; and so on, adding five per cent to the amount of royalty for a given grade for the next higher per cent, disregarding

all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Direct shipping open pit crude ore shall be understood to mean all ore lying beneath the final stripped area of the particular mine in which it shall be situated and lying within reasonably safe mining slopes therein, that is shipped in its natural state without beneficiation of any kind other than crushing or dry screening.

Schedule 2. On a gross ton of open pit wash ore concentrates averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 12 cents. For a ton of ore averaging 26 per cent iron dried at 212 degrees Fahrenheit, 12 cents with a four and one-half per cent increase over 12 cents or a royalty of 12.54 cents. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 13.10 cents; and so on, adding four and one-half per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Open pit wash ore concentrates shall be understood to mean all concentrates produced from open pit ore which, in accordance with good engineering and metallurgical practice, requires treatment by straight washing to make it suitable for blast furnace use.

Schedule 3. On a gross ton of open pit concentrates, (except concentrates defined under Schedule 2), averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 12 cents. For a ton of ore averaging 26 per cent iron dried at 212 degrees Fahrenheit, 12 cents with a four per cent increase over 12 cents or a royalty of 12.48 cents. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 12.98 cents; and so on, adding four per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Open pit concentrates covered by Schedule 3 shall be understood to mean all concentrates produced from open pit ore which, in accordance with good engineering and metallurgical practice, requires treatment by roasting, sintering, agglomerating, or drying through the use of fuel, or by jigging, or by heavy medium separation to make them suitable for blast furnace practice.

Schedule 4. On a gross ton of underground direct shipping crude ore in its natural state, before beneficiation of any kind, other than crushing or dry screening, averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 11 cents. For a ton of ore averaging 26 per cent iron dried at 212 degrees Fahrenheit, 11 cents with a three and one-half per cent increase over 11 cents, or a royalty of 11.39 cents per ton. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 11.78 cents; and so on, adding three and one-half per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Underground direct shipping crude ore shall be understood to mean all ore in any particular mine other than open pit ore that is shipped in its natural state without beneficiation of any kind other than crushing or dry screening.

Schedule 5. On a gross ton of underground wash ore concentrates averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 11 cents. For a ton of ore averaging 26 per cent iron dried at 212 degrees Fahrenheit, 11 cents with a three per cent increase over 11 cents, or a royalty of 11.33 cents. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 11.67 cents; and so on, adding three per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Underground wash ore concentrates shall be understood to mean all concentrates produced from underground ore which, in accordance with good engineering and metallurgical practice, requires treatment by straight washing to make it suitable for blast furnace use.

Schedule 6. On a gross ton of underground concentrates, (except concentrates defined under Schedule 5), averaging in iron, when dried at 212 degrees Fahrenheit, 25 per cent or less, 11 cents. For a ton of ore averaging 26 per cent iron dried at 212 degrees Fahrenheit, 11 cents with a two per cent increase over 11 cents, or a royalty of 11.22 cents. For a ton of ore averaging 27 per cent iron dried at 212 degrees Fahrenheit, 11.44 cents; and so on, adding two per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Underground concentrates covered by Schedule 6 shall be understood to mean all concentrates produced from underground ore which, in accordance with good engineering and metallurgical practice, requires treatment by roasting, sintering, agglomerating, or drying through the use of fuel, or by jigging, or by heavy medium separation to make them suitable for blast furnace practice.

Schedule 7. On a gross ton of taconite concentrates averaging in iron, when dried at 212 degrees Fahrenheit, 40 per cent or less, 11 cents. For a ton of ore averaging 41 per cent iron dried at 212 degrees Fahrenheit, 11 cents with a one per cent increase over 11 cents, or a royalty of 11.11 cents. For a ton of ore averaging 42 per cent iron dried at 212 degrees Fahrenheit, 11.22 cents; and so on, adding one per cent to the amount of royalty for a given grade for the next higher per cent, disregarding all thousandths of one cent that do not equal five and counting those that are five thousandths or above as one hundredths of a cent.

Taconite ore shall be understood to mean a ferruginous chert or ferruginous slate in the form of compact siliceous rock, in which the iron oxide is so finely disseminated that substantially all of the iron-bearing particles of merchantable grade are smaller than 20 mesh.

Taconite concentrates shall be understood to mean the merchantable product, suitable for blast furnace use, which, in accordance with good engineering and metallurgical practice, has been produced from taconite ore, and shall not include any of the ores defined in Schedules 1 to 6, inclusive.

The part.... of the second part hereby covenant... and agree... with the party of the first part that the part.... of the second part will, on or before the twentieth day of April, July, October and January in each year, during said term or during the period this lease continues in force, pay to the treasurer of said state, for all the iron ore mined and removed from said land during the three months preceding the first day of the month in which such payment is to be made, a royalty as hereinbefore provided.

Each ton shall be reckoned at 2240 pounds. The part.... of the second part at the time of such payment shall transmit to the *commissioner of conservation* of said state an exact, truthful and verified statement of the amount of iron ore removed during the three months for which such payment is made. Such statement shall show the tonnage of the several grades of ore in accordance with the following plan;

Each railroad car loaded with such ore shall be sampled in such a manner as to show the true grade of the ore contained. Ten cars when thus sampled shall constitute a "sample" or shipment, except where a smaller number becomes imperative. The samples of ore taken from such "sample" or shipment shall be mingled and split into two portions, both of which shall be properly marked for identification. One portion shall be delivered to the *commissioner of conservation* or his authorized agent and the other reserved by the part.... of the second part. Each sample shall be analyzed for iron, silica, phosphorus, alumina and manganese at the sole cost and expense of the part.... of the second part, *by a competent chemist approved in writing by the commissioner of conservation, and the results certified to the commissioner of conservation in the statement above referred to together with the weight of each carload and "sample."*

The iron ore so taken *and shipped* by the part.... of the second part from said land shall be weighed by the railroad company transporting the same from said land, and the part.... of the second part shall transmit monthly statements showing the aforesaid grades and weights. Such grades and weights shall prima facie determine the quantity as between the parties, but the party of the first part shall have the right at any time, and in such maner as it may see fit, to sample the ore, check the analyses and inspect, review and test the correctness of the methods and books of the part.... of the second part in sampling, analyzing, recording and reporting such grades and weights and to inspect, review and test the correctness of the railroad company's scales and of the aforesaid weights, it being understood that any errors in these respects, when ascertained, shall be corrected.

For the purpose of determining the grade of ore and royalty on same, all *open pit and underground direct shipping ore* taken from the demised premises shall be sampled in their crude state before being treated or beneficiated in any way, *other than crushing or dry screening. All open pit and underground concentrates shall be sampled in its concentrated form.* Such samples, when dried at 212 degrees Fahrenheit, shall be analyzed for iron, silica, phosphorus, alumina and manganese. The percentages of iron shall determine the amount of royalty to be paid, provided that when the manganese content shall equal or exceed four per cent, it shall be paid for separately under agreement as hereinafter provided for by law.

Part.... of the second part shall have the right to beneficiate and treat, for the purpose of improving the character or qual-

ity thereof, any iron ore which without such treatment or beneficiation will not meet general market requirements during the year in question. Subject to the approval of the commissioner of conservation, such ore may be so beneficiated or treated either upon the demised premises or upon adjacent or nearby lands. Part.... of the second part agree.... that any treatment or beneficiation of ore conducted hereunder shall be done with suitable and proper machinery and appliances, and in a careful, good and workmanlike manner, according to good engineering practice, and so as not to cause any greater waste of the ore mined than is necessary in order to produce an ore concentrate of proper composition and character for satisfactory furnace use. No ore shall be treated or beneficiated which, without treatment or beneficiation, will meet general market requirements in the year in question. As to any ore so beneficiated or treated during any quarter year, royalty at the rates per ton hereinbefore provided shall be paid upon the merchantable product of such beneficiation or treatment and not upon the ore as mined. The residue of such treatment or beneficiation may be deposited upon the demised premises, in such place or places as shall not unnecessarily hinder or embarrass the future operation of said mine or mines therein, or on other state-owned lands conveniently located for the purpose, or may be otherwise disposed of in such manner as the commissioner of conservation may approve. The merchantable product of such beneficiation shall be sampled and weighed as hereinbefore provided for direct shipping ore.

It is understood and agreed that should the part.... of the second part desire to stockpile concentrates off the demised premises or on land not owned by the state, the parties shall agree upon a method of sampling and weighing such concentrated ore for the purpose of determining the amount of royalty due, and in case they are unable to agree, each shall choose a referee and the two referees so chosen shall choose a third. The decision of such board of referees shall be binding on the parties in interest as to the methods to be employed in such sampling and weighing only.

The party of the first part shall have the right to enter upon and into said premises at any time, and to inspect and survey the same, and to measure the quantity of ore which shall have been mined or removed therefrom, not unreasonably hindering or interrupting the operations of the part.... of the second part, and the part.... of the second part covenant.... and agree.... to furnish the commissioner of conservation with copies of all exploration reports, concentrating plant reports,

mine maps, analysis maps, *cross-sections* and plans of development made and used in the operations on said leased premises.

The part.... of the second part further covenant.... and agree.... to furnish the commissioner of conservation with the following: At least a quarter portion of all exploration samples; when requested to do so in writing, a quarter portion of mine and mill samples; monthly report showing the estimated weight and analysis of all ore material stockpiled according to each classification—that is, merchantable, concentratable or non-merchantable; monthly report showing the estimated weight and analysis of concentrated ore when stockpiled on state-owned land; monthly report of all ore beneficiated, showing the tonnage and analysis of crude ore treated, the tonnage and analysis of concentrates recovered, and a record of any analysis made of tailings and rejects.

The part... of the second part further covenant... and agree... to provide upon written requests from the *commissioner of conservation* a suitable room in the dry or wash house, or in some other suitable place, with water, light and heat free, to the agents of the *commissioner of conservation* for their use in the work of inspection on said premises, such room to be equal in size and equipment to that furnished for the use of the mining captain or superintendent at such mines. And the part... of the second part further covenant... and agree... as follows: That during said term the part... of the second part will pay all taxes, general and specific, which may be assessed against said land, and the improvements thereon made, used or controlled by said part... of the second part, and the iron ore product thereof, and any personal property at said mines, in all respects as if said lands were owned in fee by the part... of the second part; and that the part... of the second part will open, use and work said mines in such manner only as is usual and customary in skillful and proper mining operations of similar character when conducted by the proprietors on their own land and in accordance with the requirements of good mining engineering, and in such manner as not to cause any unnecessary or unusual permanent injury to the same, or inconvenience or hindrance in the subsequent operation of the same, and, *subject to the approval of the commissioner of conservation*, will deposit all *lean ore, paint rock, taconite, tailings, earth, rock or useless materials and rubbish* at such places and in such manner as will not embarrass such subsequent operations, and that upon the termination of this lease the part... of the second part will quietly

and peaceably surrender the possession of said land to the party of the first part.

Provided, however, that the part.... of the second part shall have the right at any time to terminate this lease in so far as it requires the part.... of the second part to mine ore on said land, or to pay royalty therefor, by delivering written notice of such intention to terminate to the *commissioner of conservation* who shall in writing acknowledge receipt of such notice, and this lease shall terminate sixty days thereafter, and all arrearages and sums which shall be due under this lease up to the time of such termination shall be paid upon settlement and adjustment thereof by the part.... of the second part.

Provided, further, and this lease is granted upon the express condition, that if any quarterly payment, or any payment for royalties or any part of such payments or any tax or portion thereof, shall remain unpaid after the expiration of sixty days from the time when the same was payable as herein provided, or in case the part.... of the second part shall fail to perform any of the covenants or conditions herein expressed to be performed by said part.... of the second part, then it shall be the duty of the *commissioner of conservation* to cancel this lease; first having given to the part.... of the second part at least twenty days notice in writing thereof, whereupon the party of the first part shall re-enter and again possess said premises as fully as if no lease had been given to the part.... of the second part, and the part.... of the second part and all persons claiming under such part.... shall be wholly excluded therefrom, but such re-entry shall not work a forfeiture of the rents, royalties or taxes or other sums to be paid at the time of such re-entry.

It is mutually agreed that upon the termination of this lease, whether by act of either party or by limitation, the part.... of the second part shall have ninety days in which to remove all engines, tools, machinery, railroad tracks and structures placed or erected by the part.... of the second part upon said land, but the part.... of the second part shall not remove or impair any supports placed in said mines, or any timber or frame work necessary to the use or maintenance of shafts or other approaches to the mines, or tramways within the mines. The party of the first part reserves, and shall at all times have, a lien upon all ore mined, and upon all improvements made by the part.... of the second part upon the premises, for any unpaid balances due under this lease.

The covenants, terms and conditions of this lease shall run with the land and be in all respects binding upon all sublessees and grantees under the part.... of the second part."

Sec. 6. **Law amended.**—Mason's Minnesota Statutes of 1927, Section 6416, is hereby amended to read as follows:

"6416. **Assignments, etc., affecting permits or leases—records of.**—All assignments, agreements, contracts, *underlying, overriding or operating agreements* affecting any such permit or lease shall be made in writing and signed by both parties thereto, witnessed by two witnesses and properly acknowledged and shall contain the postoffice address of all parties having an interest; and when so executed shall be presented *in triplicate* to the *commissioner of conservation* for record. The *commissioner of conservation* shall then record such assignments, agreements, contracts, *underlying, overriding or operating agreements* at length in his office in record books kept and provided for that purpose and a certificate of such record showing the date thereof and the book and page shall be endorsed on the assignments, agreements, contracts, *underlying, overriding or operating agreements*, a copy of which shall then be returned to the party entitled thereto."

Sec. 7. **Law amended.**—Mason's Minnesota Statutes of 1927, Section 6417, is hereby amended to read as follows:

"6417. **Approval of instruments by commissioner—fees.**—All instruments by virtue of which the title to any permit or lease herein provided for, is in any way affected shall receive, as to form and execution, the approval of the *commissioner of conservation*, which approval shall be endorsed thereon and such instrument when so approved shall be duly recorded as provided in Section 6416, *Mason's Minnesota Statutes of 1927, as amended*. For recording any assignment or other instrument affecting the title to any permit or lease, or for furnishing certified copies of the records, the *commissioner of conservation* may charge a fee of *ten cents* per folio. All such fees shall be turned into the state treasury."

Sec. 8. **Provisions severable.**—The provisions of this act shall be severable, and if any provisions or application hereof be held invalid, it shall not affect any other provision or application which can be given effect without the invalid provision or application.

Approved April 28, 1941.