

and the same is hereby amended so as to read as follows:

Sec. 1. Beginning with the fiscal year ending July 31st eighteen hundred and ninety-five (1895) the annual salary of the chief clerk of the state treasurer's office shall be fifteen hundred (1,500) dollars. Which amount is hereby annually appropriated out of any moneys in the revenue fund not otherwise appropriated.

Salary of State  
Treasurer's  
clerk.

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

Approved March 11th, 1895.

### CHAPTER 105.

95 C 105  
97 - 312

H. F. No. 353.

*An act to amend chapter twenty-two (22) of the general laws of one thousand eight hundred and eighty-nine (1889), relating to the sale and lease of mineral and other lands belonging to the state of Minnesota.*

To amend  
chap. 22 (1. 1.,  
1889.

95 C 105  
99-M - 222

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

SECTION 1. That chapter twenty-two (22) of the general laws of one thousand eight hundred and eighty-nine (1889) be and the same is hereby amended to read as follows: to-wit:

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 state lands now belonging to the state, or from any lands to which the state may hereafter acquire title, subject to the conditions hereinafter provided.

Leasing for  
mining.

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, (25) dollars, and in case two or more persons shall apply for a mineral lease at the same time, then the one who will pay the largest sum of money therefor shall be entitled to receive the lease provided for in this act. *Provided further*, that in case any person or persons, whether as owners, lessees or

Mineral lease—  
what to con-  
tain.

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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. The holder of a mineral lease, secured as above provided, shall have the right to prospect for iron ore on the lands embraced therein, from the date of the lease up to the first (1st) of the following August, 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. *Provided further* that any person, persons or corporation heretofore holding a lease under the provisions of sections one (1) and two (2) of chapter twenty-two (22) of the general laws of Minnesota for the year one thousand eight hundred and eighty-nine (1889), on any lands belonging to this state, who before the expiration of the term of such lease shall have applied to the commissioners of the state land office for a contract as hereinafter or in said chapter provided, or who may hereafter and during the continuance of said original lease make such application, and who prior to the expiration of such original lease shall have made payment, or if the same has not yet expired shall hereafter and before such expiration make payment of the amount due therefor to said land commissioner, shall have a prior right to demand and receive from said commissioner the contract hereinafter provided, and it shall be the duty of said state land commissioner and he is hereby directed to execute and deliver such contract to said person, persons, or corporation on demand.

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 (1st) 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.

In case of an assignment of the contract or lease the same shall be made in writing, signed by both parties thereto, witnessed by two witnesses, and acknowledged

Priority of  
claims.

Rights under  
lease.

95 c 105\*  
03 - 317

Contract.

before a notary public, and the approval of the land commissioner endorsed on the same. All leases, contracts or assignments herein referred to shall be filed in the office of the land commissioner.

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, and ..... part..... of the second part.

Form of contract.

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 part..... of the second part, being the first annual payment hereinafter provided for, the receipt whereof is hereby acknowledged, and in further consideration of the covenant 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 purpose 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. *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 thesecond 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. 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-con-

tract the same, and the use of said land, or any part thereof, for the purpose 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 party..... 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 party of the second (2) 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 (2) part, and at the termination of this lease to quietly and peaceably surrender the possession of said land to the party of the first (1st) part. The party..... 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.

*Provided, further,* that up to the time when the first (1st) one thousand (1,000) tons of 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 (100) dollars, 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 timber 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 such 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 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 sublessees and grantees under the part..... of the second part.

It is further provided that the present lease is granted upon the express conditions that if the said annual payment or any part thereof, or the said royalty or any part thereof, be and remain unpaid after a period of sixty (60) days after due as provided herein, 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 it shall be the duty of the land commissioner to cancel said lease, first having given the said part..... of the second part at least twenty (20) days' notice in writing whereupon the party of the first part shall re-enter 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 party 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 party 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.

The party of the first part reserve the right to sell and dispose of under the provisions of law now in force or that may hereafter be enacted governing the sale of timber on state lands, all of the timber upon the lands herein leased, and reserving to the purchaser of such timber and to his authorized agents and servants, the right to enter upon said lands or any part or parts thereof at any time or times, to cut any or all of such timber purchased, according to the terms of the purchaser's contract with the state, and the right to remove the same from the lands above described without let or hindrance from the part..... of the second part, but such purchaser or his agents shall not unnecessarily or materially interfere with the mining operations carried on on said premises.

Payments  
under contract.

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, hereinbefore 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.

Re-entry by state.

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.

Discovery of valuable minerals.

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.

Leasing state lands.

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.

Reserving mineral rights.

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

Approved April 24th, 1895.

## CHAPTER 106.

H. F. No. 488.

*An act to amend chapter fifty-six (56) of the general laws of eighteen hundred and ninety-one (1891), entitled "An act to establish and create a public park to be known and designated as the Itasca State Park, and authorizing condemnation of lands for park purposes."*

Itasca State Park.

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

That chapter fifty-six (56) of the general laws of eighteen hundred and ninety-one (1891), entitled "An act to establish and create a public park to be known and designated as the Itasca State Park, and authorizing condemnation of lands for park purposes, be amended as follows:

SECTION 1. That section six (6), township one hundred and forty-two (142), range thirty-five (35);

Territory included.