

CHAPTER 93

DIVISION OF LANDS AND MINERALS; MINERAL LANDS

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93.01 RESERVATION OF MINERALS AND WATER POWERS. The state hereby reserves for its own use all the iron, coal, copper, gold, and other valuable minerals, and all water powers in or upon all lands which now or hereafter may belong to it by virtue of any act of congress. This reservation shall not apply to lands granted or contracted to be conveyed by the United States or by this state to aid in the construction of any railroad.

[R. L. s. 2483; 1909 c. 109 s. 1] (6395)

93.02 CERTIFICATE OF SALE, PATENTS; RESERVATION. When any such land is sold, granted, conveyed, or transferred in any way the certificate of sale, patent, or other instrument of transfer shall state that the sale, grant, conveyance, or transfer does not include any right, title, or interest in or to any iron, coal, copper, gold, or other valuable minerals which may be in or upon the land and that all these minerals are reserved by the state for its own use; but no instrument shall be effective to transfer any right, title, or interest in or to any such minerals, notwithstanding the failure of the proper officer to insert such statement.

[R. L. s. 2484] (6396)

93.03 PATENT UNDER LAND GRANT TO RAILROAD; RESERVATION. In all cases where the State of Minnesota shall execute any patent or conveyance of lands under any land grant heretofore made to any railroad company to aid in the construction of any railroad there shall be expressly reserved to and retained in the State of Minnesota all the iron, coal, copper, gold, and other valuable minerals in or upon all such lands and the state auditor is hereby prohibited from executing or delivering any patent or instrument of conveyance which shall not contain the reservations aforesaid.

[1913 c. 6 s. 1] (6397)

93.04 DISPOSITION OF MINERALS RESERVED. All minerals in or upon lands which have been or may be sold, granted, conveyed, or in any way transferred by the state shall remain subject to sale, lease, or contract by the state upon the same terms and conditions as are minerals upon lands belonging to the state; and the state and all persons claiming under it shall have the right to enter upon these lands and to prospect for, mine, and remove such minerals and, for this purpose, to construct all necessary roads, buildings, and improvements thereon, including machinery for mining or removing such minerals. All such minerals shall be disposed of by the commissioner in the same manner and on the same terms as minerals on lands belonging to the state.

[R. L. s. 2485] (6398)

93.05 HOLDER OF PERMIT OR LEASE. Subdivision 1. **Right of entry.** In all cases where state lands have been heretofore or may hereafter be sold pursuant to the provisions of law upon which minerals have been reserved, the holder of any mineral permit or lease subsequently issued thereon may nevertheless enter upon the same and prospect thereon thereunder.

Subdivision 2. **Security for damages; condemnation.** Before entering upon the same he shall pay or secure to the owner of the lands all damages which may arise therefrom and the same may be determined either by mutual agreement or, if the interested parties cannot agree, then the holder of the mineral permit or lease may, in the name of the State of Minnesota, institute proceedings to condemn the same in accordance with the general provisions of chapter 117; provided, that the state shall bear no part of the cost of these proceedings, nor pay any part of the damages awarded therein.

[1907 c. 411 ss. 1, 2] (6399) (6400)

93.06 RESERVATION OF MINERALS UNDER MEANDERED LAKES. All iron ores and other minerals on, in, or under lands within this state which lie beneath the waters of meandered public lakes and rivers belong to the state, together with the right to enter upon such lands and explore for and mine and remove such iron ore and other minerals and that the state now has and since its organization has had the right to sell, lease, or otherwise use or dispose of such mineral lands and such iron ores and other minerals in the same manner as any other mineral lands, ores, or minerals belonging to the state, and that the title of the state to such iron ore or other minerals, together with the right to explore for, mine, or remove the same, shall not be affected by the subsequent drying up of such lakes or rivers.

[1909 c. 49 s. 1] (6401)

93.07 DISPOSAL OF FUNDS. The principal of all funds derived from the sale or other disposition of such minerals and lands so situate shall forever be preserved inviolate and undiminished, but the same may be invested as the swamp land fund of the state is now invested, and the proceeds arising therefrom shall be paid into the state road and bridge fund.

[1909 c. 49 s. 3] (6402-1)

93.08 PROSPECTING FOR MINERALS UNDER WATERS OF MEANDERED LAKES AND STREAMS. Subdivision 1. **Permits and leases; rules and regulations.** The department, with the approval of the executive council, shall adopt rules and regulations for the issuance of permits to prospect for gold, silver, copper, cobalt, coal, graphite, petroleum, sand, gravel, stone, natural gas, and all minerals, excepting iron ore, under the waters of any meandered lake or stream in the state, including that portion of boundary lakes and streams within the boundaries of the state, and for the issuance of leases for the mining and removal of such minerals upon such terms and conditions as such regulations may prescribe.

Subdivision 2. **Scope of regulations.** It shall be provided in such regulations, among other things:

(1) No permit to prospect shall be issued for a period to exceed one year;
 (2) Each permit shall authorize prospecting only within the area designated therein, which area shall not exceed the limitations upon size prescribed by the regulations;

(3) At any time prior to the expiration of any such prospecting permit, the holder thereof shall have the right to a lease giving him the exclusive right to mine and remove the minerals specified in such permit within the area specified in the permit; provided, if the regulations adopted hereunder shall permit or prescribe larger areas for permits than for leases, the permit holder shall designate the specific part of the area covered by his permit (not exceeding the limitations upon size of lease areas) upon which he desires a lease;

(4) The rents, royalties, terms, conditions, and covenants of all such leases shall be prescribed by such regulations prior to the issuance of any permits hereunder;

(5) No such lease shall be for a longer term than 25 years;

(6) All rents and royalties paid under such leases shall be paid to the state treasurer on the order of the state auditor and shall be credited to the permanent school funds of the state;

(7) No minerals shall be removed under such permits until lease has been issued as provided by such regulations, except that, with the approval of the com-

missioner, sufficient minerals or ore material may be removed for exploratory or assaying purposes;

(8) The grantee of such permit or lease, his or their assigns, representatives, and successors in interest, may be required to secure riparian owners against damage from the use of such lease or permit.

Subdivision 3. Issuance of permits. The commissioner shall issue permits and leases in accordance with such rules and regulations.

Subdivision 4. Recording of permits and leases. All permits and leases, with the names and post-office addresses of all parties having an interest, issued by the commissioner under authority of sections 93.08 to 93.12 and the regulations adopted thereunder, before delivery, shall be duly recorded at length by the state auditor in his office in the record books to be provided and kept for that purpose, and a certificate of such record showing the date of record and the book and page thereof shall be endorsed on each such permit or lease.

[*Ex. 1936 c. 42 ss. 1, 2, 3, 4*] (6402-2) (6402-3) (6402-4) (6402-5)

93.09 ASSIGNMENTS AND CONTRACTS. **Subdivision 1. Written; registered.** All assignments and agreements or contracts 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 contain the post-office addresses of all parties having an interest; and when so executed shall be presented to the state auditor for recording. The state auditor shall then record such assignment, agreement, or contract 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 assignment, agreement, or contract which then shall be returned to the party entitled thereto.

Subdivision 2. Approval; recording; fee. All instruments by virtue of which the title to any permit or lease provided for in sections 93.08 to 93.12 is in any way affected shall receive, as to form and execution, the approval of the commissioner, which approval shall be endorsed thereon, and such instrument when so approved shall be duly recorded. For recording any assignment or other instrument affecting the title to any permit or lease or for furnishing certified copies of the records, the state auditor shall charge a fee of ten cents per folio. All such fees shall be turned into the state treasury.

[*Ex. 1936 c. 42 ss. 5, 6*] (6402-6) (6402-7)

93.10 RIGHT OF LESSEE TO PROSPECT FOR MINERALS. The holder of any such lease shall have the right to prospect for, mine, and remove any such minerals under the public waters within the area described by such lease.

[*Ex. 1936 c. 42 s. 7*] (6402-8)

93.11 MINERALS MATTER OF PUBLIC INTEREST. The discovery and mining or removing of the minerals described in section 93.08 under the public waters in the state is a matter of public interest to the state.

[*Ex. 1936 c. 42 s. 7*] (6402-9)

93.12 FORFEITURE OF PERMITS AND LEASES. In the event the holder of such permit or lease shall fail to comply with all the provisions contained in sections 93.08 to 93.12 to be by him performed or observed and such default shall continue for a period of 30 days the commissioner upon 30 days' notice to the holder of such permit or lease by registered mail to the address of such holder as shown by the records of the state auditor may declare such permit or lease and all rights acquired thereunder forfeited. Upon the filing of the order of forfeiture with the state auditor all rights under such lease or permit shall cease.

[*Ex. 1936 c. 42 s. 9*] (6402-10)

93.13 DRAINING OF LAKES AND LEASING OF ORE LANDS IN BEDS THEREOF. When a meandered or public lake does not exceed 80 acres in area, within the original meander line, and is surrounded in part by state land upon which a state mineral lease has been issued and is in force and effect, then such lake, with the approval of the executive council, may be drained and the iron ore removed from the bed thereof by the lessee or its assigns under such state mineral lease for the purpose of mining iron ore owned by the state underneath the bed of such lake adjoining the lands covered by such state mineral lease under the terms and conditions of such state mineral lease.

The royalty payments by the lessee to the state for the ore that shall be removed from such lake bed shall be fixed by the executive council and shall be not less than the minimum royalties provided for in section 93.20 and the provisions of sec-

tions 93.37 and 93.38 shall be applicable. In case the addition of the lake bed to the area subject to such state mineral lease shall increase the area covered by such lease to an area exceeding 80 acres then the annual ground rental for such enlarged area shall be increased by \$1,000.

The lessee or its assigns shall have the power to institute condemnation proceedings, to pay for the interests of private persons or corporations who or which may be injured or whose rights may be destroyed by the carrying on of such operations.

[1937 c. 118 s. 1] (6402-11)

93.14 ISSUANCE OF PERMITS TO PROSPECT FOR ORES; LEASES. The commissioner may execute permits to prospect for iron ore and other ores upon lands belonging to the state or in which the state has an interest and leases for the mining of such ores, subject to the conditions provided in sections 93.15 to 93.28.

[1921 c. 412 s. 1; 1925 c. 395; 1927 c. 389 s. 1] (6403)

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93.15 DIVISION OF LANDS INTO MINING UNITS. The commissioner 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 40-acre tracts of land, unless some of the descriptions are fractional subdivisions according to the government survey thereof, in which case the acreage may exceed 80 acres, but shall not exceed a total of 90 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.

[1921 c. 412 s. 2; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 1] (6404)

93.16 SEMIANNUAL SALE OF PERMITS; NOTICES PUBLISHED. The sale of permits may be held semiannually, at the discretion of the commissioner, but for all such sales he shall give public notice of sale of permits by four weekly publications in a daily newspaper printed and published in each of the cities of St. Paul, Minneapolis, Duluth, Hibbing, and Virginia. The same notice of sales may be published in not to exceed two additional newspapers and two trade magazines, as the commissioner 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. This published notice shall contain the following information:

- (1) Time and place of holding such sales;
 - (2) The general requirements provided by law as to the purchasers of permits;
- and
- (3) The place where the list of lands, arranged in mining units, upon which applications for permits to prospect for iron ore may be obtained.

[1921 c. 412 s. 3; 1925 c. 395; 1927 c. 389 s. 1; Ex. 1933 c. 14 s. 1; 1941 c. 546 s. 2] (6405)

93.17 APPLICATION FOR PERMITS; BIDS; AWARDS. Applications for permits to prospect for iron ore shall be presented to the commissioner 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 crude ore based upon the iron content of the 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 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; and the name of the applicant. The commissioner shall endorse upon each application and sealed bid the exact time of presentation and preserve the same unopened in his office. On the second Monday of June and the second Monday of December each year at 11 o'clock in the forenoon in the office of the governor in the state capitol in St. Paul the commissioner shall publicly announce the number of applications and bids received. The commissioner, together with the executive council, shall then publicly open

these bids and announce the amount of each bid separately and award the permits to the highest bidder, but no bids shall be accepted that shall not equal or exceed the amounts provided for in section 93.20, 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 the sale and the checks accompanying the applications and bids shall be returned to the applicants entitled to them.

[1921 c. 412 s. 4; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 3] (6406)

93.18 RIGHTS AND DUTIES OF PERMIT HOLDERS. The holder of any such permit shall have the right to prospect for iron ore on the land described therein for one year from the date thereof and no longer; but no ore shall be removed therefrom until a lease has been executed. No permit for the same land shall be issued to the same person for two years in succession. The work of prospecting under a permit shall begin in a substantial manner within 90 days from the date thereof and continued until the permit expires, is surrendered, or a lease asked for. The holder of a permit shall report in writing to the commissioner on the first business day of each April, July, October, and January the progress of the work of prospecting and accompanying these reports with blue-prints showing the character and extent of the work done, the nature of materials encountered in the work, and the analysis for iron, silica, phosphorus, alumina, and manganese of all iron-bearing formation encountered. The permit holder shall split all samples taken and furnish the commissioner, or his representative, from time to time as the commissioner, or his representative, shall direct, with a portion of the samples properly marked for identification. The work done by the permit holder shall be subject to inspection at all reasonable times by the commissioner, or his representatives. The permit to prospect for ore is granted upon the express condition that if the permit holder shall fail to perform any of the terms, covenants, or conditions in the permit to be performed by him then it shall be the duty of the commissioner to cancel the permit, first having given the permit holder at least 20 days' notice in writing thereof. For the purpose of encouraging the search for iron ore in localities five miles or more from known tonnages of iron ore or ore-bearing materials not being operated on a commercial scale the permit above provided for shall be for a period of two years and the holder thereof shall be required to begin the work of prospecting in a substantial manner within six months from date thereof.

[R. L. s. 2489; 1921 c. 412 s. 5; 1925 c. 395; 1927 c. 389 s. 1] (6407)

Amended 1933
93.19 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 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 the permit in accordance with the provisions of section 93.18, or an affidavit in case no work was done stating such facts, and 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. The holder of any permit to prospect for taconite ore shall be entitled to a lease in the form set out in section 93.20, 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 shall return to him or his assigns the amount of the certified check which accompanied his bid.

[1921 c. 412 s. 6; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 4] (6408)

93.20 FORM OF LEASE; RENTAL AND ROYALTIES. The lease provided for in section 93.19 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. 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 hinderance 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. 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.

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, sintgring, 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 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 manner 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 quality 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, 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 60 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, 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 60 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 20 days notice in writing thereof, whereupon the party of the first part shall reenter 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 reentry shall not work a forfeiture of the rents, royalties or taxes or other sums to be paid at the time of such reentry.

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 90 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.

[1921 c. 412 s. 7; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 5] (6409)

93.21 EXECUTION OF LEASE. The lease provided for in section 93.20 shall be signed by the commissioner for and in behalf of the state, with his official seal attached, and shall be signed by the party of the second part in the presence of two witnesses, and such signatures and execution of the same by the party of the second part shall be duly acknowledged.

[1921 c. 412 s. 8; 1925 c. 395; 1927 c. 389 s. 1] (6410)

93.22 DISPOSAL OF MONEYS RECEIVED. All payments under sections 93.14 to 93.28 shall be made to the state treasurer on the order of the state auditor, or the commissioner, as the case may be, and shall be credited to the permanent fund of the class of land to which the demised premises belong and in case the land shall not belong to any class of land having a permanent fund then all payments shall be credited to such fund as the legislature shall by law direct.

[1921 c. 412 s. 9; 1925 c. 395; 1927 c. 389 s. 1] (6411)

93.23 POSSESSION OF PREMISES, WHEN. The commissioner is hereby authorized and empowered, in case the permit holder or lessee under any permit or lease fails or neglects fully to comply with all the conditions and covenants of such permit or lease, to enter at once upon the premises described in such permit or lease and take possession of the same.

[1921 c. 412 s. 10; 1925 c. 395; 1927 c. 389 s. 1] (6412)

93.24 MINING OF ORES OTHER THAN IRON. Should gold, copper, silver, cobalt, coal, graphite, or manganese (four per cent or over, dried), or any other valuable mineral be believed to exist on lands included within a prospecting permit or leased, as heretofore authorized, the terms and conditions on which the same may be mined shall be agreed upon by the commissioner and the permit holder or lessee, and in case they are unable to agree each shall choose a referee. The two persons thus selected shall choose a third. The decision of this board shall be final and binding on the parties in interest.

[1921 c. 412 s. 11; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 329] (6413)

93.25 PERMITS TO PROSPECT FOR ORES OTHER THAN IRON; LEASES; RENTS; ROYALTIES. The commissioner may issue permits to prospect for gold, silver, copper, cobalt, graphite, coal, and petroleum and other minerals than iron ore for such period not to exceed one year and under such regulations as he may prescribe. At any time prior to the expiration of any such prospecting permit the holder thereof shall have the right to lease the land covered by the permit for the purpose of mining and removing therefrom any minerals which may be discovered therein other than iron ore. The rents, royalties, terms, conditions, and covenants of all such leases shall be fixed by the commissioner pursuant to such regulations as he may prescribe, but no lease shall be for a longer term than 25 years, and all such rents, royalties, terms, conditions, and covenants shall be fully set forth in each lease thus issued and the rents and royalties therein provided for shall be credited to the funds as provided in section 93.22.

[1921 c. 412 s. 12; 1925 c. 395; 1927 c. 389 s. 1] (6414)

93.26 PERMITS AND LEASES TO BE RECORDED. All permits and leases, with the names and post-office addresses of all parties in interest, issued by the commissioner under authority of sections 93.14 to 93.28, before delivery shall be duly recorded at length by him in his office in the record books to be provided and kept for that purpose and a certificate of such record showing the date of record, the book and page thereof, shall be endorsed on each such permit or lease.

[1921 c. 412 s. 13; 1925 c. 395; 1927 c. 389 s. 1] (6415)

93.27 ASSIGNMENTS, AGREEMENTS, OR CONTRACTS AFFECTING PERMITS OR LEASES; RECORDS. All assignments, agreements, or 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 contain the post-office addresses of all parties having an interest; and when so executed presented in triplicate to the commissioner for record. The commissioner shall then record such assignments, agreements, or 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 then shall be returned to the party entitled thereto.

[1921 c. 412 s. 14; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 6] (6416)

93.28 APPROVAL OF INSTRUMENTS; 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, which approval shall be endorsed thereon, and the instrument when so approved shall be duly recorded as provided in section 93.27. 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 may charge a fee of ten cents per folio. All such fees shall be turned into the state treasury.

[1921 c. 412 s. 15; 1925 c. 395; 1927 c. 389 s. 1; 1941 c. 546 s. 7] (6417)

93.29 LIABILITY UNDER CERTAIN MINERAL LEASES CANCELED. In all cases where mineral leases have been issued under the provisions of section 93.20 and have been canceled by the commissioner for non-payment of any annual or quarterly payment provided for in the lease, this cancellation shall terminate all liability thereunder if no damage has been sustained to the land covered by the lease or development work performed thereunder.

[1919 c. 501 s. 1] (6419)

93.30 PAYMENT OF LEASE MONEY BY COOWNER IN CASE OF DEFAULT.

Upon the failure of any one of several coowners of any lease of mineral land from the State of Minnesota which it may heretofore have made or may hereafter make to pay his proportion, represented by his proportionate interest in the lease, of any annual payment or royalty payment of taxes assessed against the land covered by the lease or the improvements thereon or the iron ore products thereof or any personal property at any mine on the land, according to, as required by, and when due under the terms of the lease or the laws of this state, any coowner of the lease who may have heretofore paid or who may hereafter pay the same or any part thereof, who was not under contract obligation, at the time of making the payment, to make it, may after the expiration of the time fixed by the lease or the law for making the payment, give the delinquent coowner and the other coowners, if any, personal notice in writing or by publication for at least six successive weeks once a week in the newspaper published nearest the land entitled under the laws of this state to publish legal notices that he has made the payment, describing the lease and the land covered thereby on account of which it was made, the amount due, when due, and for what due, on account of which the payment was made, and the date of making the same, and demand that the delinquent coowner contribute his proportionate share of the payment by paying the same, together with six per cent interest thereon from the time of the payment until the time of repayment, together with the cost of the publication, to him within 90 days after the personal service of the notice upon him or within 90 days after the completion of the publication, and that if he fails so to do his interest in the lease will become the property of and be forfeited to his coowner or coowners paying the same.

[1915 c. 303 s. 1] (6420)

93.31 COOWNER TO SHARE IN BENEFIT OF ORIGINAL OWNER. If the delinquent coowner, before the expiration of the time, shall refuse or fail to contribute and pay his proportionate share, together with the interest and cost of publication, as and when herein and in the notice provided, his interest in the lease shall thereafter become the property of and belong to the coowner making the payment and the other coowners thereof, if any, who shall within ten days after the expiration of the 90 days pay to him their share of the amount due him under the notice, represented by their respective interests in the lease, with the same force and effect, as to the delinquent's interest in the lease, as if the lease, as to the delinquent's interest, had been forfeited and canceled by the State of Minnesota and a new lease on the same terms and conditions as the old lease had been issued by the state of and for the delinquent's share therein to his coowner or coowners making the payment. The coowners so contributing and paying within ten days shall share in the interest of the coowner so forfeited in proportion to their then respective interests in the lease.

[1915 c. 303 s. 2] (6421)

93.32 SUFFICIENCY OF NOTICE. The affidavit of the party making such personal service and the affidavit of the publisher of the newspaper, accompanied by a duplicate original of the notice, together with the affidavit of the coowner making the payment that the delinquent has not paid to him the amount due under the notice within the time herein and in the notice specified, with the names of the other coowners, if any, who during the ten days contributed their proportionate share thereof, may be filed in the office of the commissioner and shall constitute conclusive evidence in all courts and proceedings of the matters therein stated, except as to such as may be proven to be untrue. The commissioner shall receive, file without charge, and safely keep the foregoing and all thereof, which shall be open to the inspection of any one interested therein.

[1915 c. 303 s. 3] (6422)

93.33 SURFACE OF LAND MAY BE LEASED. Subdivision 1. **Purposes of lease.** The commissioner may, at public or private vendue and at such prices and upon such terms and conditions as he may prescribe, lease the surface of any unsold state lands for the purpose of stockpiling, storing, handling, or depositing thereon any ore, ore material, stripping, or waste taken from other state lands which may be under state mineral lease, and remove therefrom any such ore, ore material, stripping, or waste taken from such other state land and stocked, stored, handled, or deposited thereon; provided, that the rights of the state and of the lessee under the lease herein authorized as to the ownership, lien, and right of removal and all other rights in and to the materials placed thereon from the lands under such state mineral lease shall be and remain in all respects the same as though such materials had been stockpiled, stored, handled, or deposited on the land covered by such state mineral lease; that any such lease shall be made for a term no longer than the then remaining unexpired term of such state mineral lease and shall in any and all events terminate with the termination of such state mineral lease for any cause, and any material remaining on the land at the termination of such state mineral lease, or at the earlier termination of the lease herein authorized, shall belong to the State of Minnesota; and that all such leases shall be made subject to leasing the land for mineral purposes under legal provisions.

Subdivision 2. **Receipts placed to credit of certain funds.** All money received from leases granted under this section shall be credited to the fund to which the leased land belongs and all royalties and proceeds which shall be received by the state for any material stockpiled or stored thereon and later removed shall be credited on the state mineral lease covering the lands from which such ore was originally taken.

[1919 c. 213 ss. 1, 2] (6423) (6424)

93.34 UNLAWFUL TO MINE UNDER PUBLIC WATERS. Subdivision 1. **Authority required.** It shall be unlawful for any individual, copartnership, or corporation to mine any mineral below the low water mark of any public lake or river without first having obtained authority from the state.

Subdivision 2. **Draining of meandered public lake for mineral purposes forbidden.** It shall be unlawful for any individual, copartnership, or corporation to drain any meandered public lake for the purpose of mining of minerals without first having received the consent of the executive council.

Subdivision 3. **Violation; penalty.** Any individual, copartnership, or corporation violating the provisions of this section shall, upon conviction thereof, be punished by a fine of not exceeding \$10,000, or by imprisonment in the state prison for not to exceed five years, or by both such fine and imprisonment, at the discretion of the court.

[1915 c. 78 ss. 1, 2, 3] (6425) (6426) (6427)

1943-208-8 **93.35 CONTRACTS FOR REMOVING ORE FROM UNDER LAKE BEDS.** Subdivision 1. **Minimum royalty.** The executive council is hereby empowered to enter into contracts or agreements with persons, copartnerships, or corporations for the mining and disposing of the iron ore situate under any waters of any public lake or river in the state. The minimum royalty for each gross ton of iron ore disposed of under such contract shall be not less than 50 cents per ton upon the ore in its natural condition as mined. Such contracts or agreements for the mining, removing, and disposing of such iron ore may provide for the drainage of such lake or river, or the diversion of the waters thereof to a new bed or channel. The contracting parties herein provided for on the part of the State of Minnesota shall have power to institute condemnation proceedings to pay for the interests of private persons or corporations who may be injured or whose rights may be destroyed by the carrying on of such operations, and such contracts or agreements for mining, removing, or disposing of such iron ore may contain a covenant on the part of the second party to return the waters of such lake or river to their former beds, as nearly as possible, after the ore shall have been removed.

Subdivision 2. **Royalty added to permanent school fund.** The principal of all funds arising from the disposal of such iron ore shall forever be preserved inviolate and undiminished and shall be added to the permanent school fund of the state to be invested and reinvested as provided by law for the investment of the permanent school fund, and the interest thereon shall be distributed in the same manner as the income from the present school fund is now by law distributed.

Subdivision 3. ~~Bids, awards.~~ All contracts or agreements for the mining, removing, and disposing of iron ore provided for in subdivision 1 shall be sold at public sale to the highest bidder on the basis of the royalty to be paid to the state, after such sale shall have been advertised for three weeks in such a manner and in such legal publications as the executive council shall determine, but no bids shall be entertained that shall not equal or exceed the minimum price specified in this section.

[1917 c. 110 ss. 1, 2, 3] (6428) (6429) (6430)

93.36 EXECUTIVE COUNCIL MAY EXTEND CONTRACTS. *R1943-208-8* When a contract or agreement has been made with the State of Minnesota pursuant to section 93.35 covering the bed of a public lake or river the executive council is empowered, upon application of the owner or holder thereof, to extend the contract or agreement for an additional period no greater than the period covered by the terms of the original contract or agreement where the executive council deems such extension necessary or desirable in the public interest. The executive council is further empowered to grant a license, for such definite term or period as it may determine, to the owner or holder of the contract or agreement or to any person, copartnership, or corporation having a right to mine any minerals in riparian lands adjacent to those covered by the contract or agreement, to divert the waters from or drain any public lakes or streams in this state as shall by the executive council be deemed in the public interest and necessary or desirable either to facilitate a practical carrying out of the contract or agreement or to facilitate the removal of minerals in such riparian lands. The executive council is further empowered to grant rights of way across or through the lake or stream beds when drained or diverted and the right to construct, maintain, and operate cuts, tunnels, or other engineering works to facilitate mining operations on lands adjacent to the beds of such drained or diverted waters. All rights granted by the executive council under the terms of this section shall be assignable.

[1931 c. 286 s. 1] (6430-1)

93.37 AGREEMENTS FOR WEIGHING ORE. When it shall appear that any iron ore or iron-bearing material found on state lands leased for mining purposes shall be capable of being made merchantable by beneficiation the commissioner is hereby authorized and empowered to enter into agreements with the lessees, assignees, or sub-lessees under the mineral contracts or leases for weighing this iron ore or iron-bearing material before the same shall be beneficiated; provided, that the state shall be reimbursed by the lessee, assignee, or sub-lessee for all costs and expenses connected with such weighing.

[1921 c. 148 s. 1] (6431)

93.38 EXPENSE PAID BY LESSEE. The lessee, assignee, or sub-lessee shall, at his sole cost and expense, install and maintain all necessary scales, tracks, buildings, records, and supplies necessary or expedient in conducting such weighing; and the scales so installed shall conform to the types approved by the railroad and warehouse commission through the bureau of weights and measures.

[1921 c. 148 s. 2] (6432)

93.39 NOT TO MODIFY EXISTING CONTRACTS. Nothing in sections 93.37 and 93.38 shall be construed as a modification of the provisions of such mineral contract or lease. The rights and privileges as to weighing therein provided for are to be deemed as supplemental to the provisions and terms found in such mineral leases or contracts.

[1921 c. 148 s. 3] (6433)