

The surrender covering the 250 acre parcel contains the following condition:

"The said land to be leased for a term of twenty-five years at an annual rental of four hundred dollars from January 1st 1933 until December 31st 1938, and from January 1st 1939 until December 31st 1958 at an annual rental of four hundred dollars and in addition ten per cent of the gross rentals derived by the Town of Carlyle from the lands within the boundaries of this lease including all concessions granted in connection therewith."

It will be noted that in both instances the White Bear Band has demanded, in addition to the rental stated, the payment for the period of 1939 to 1958 of ten per cent of the gross rentals received by the Town of Carlyle from the lands under lease and including all concessions granted in connection therewith.

It is my opinion that the lease when issued should conform strictly to these provisions and on the draft leases returned herewith I have indicated the clauses which must be eliminated. As drafted at present this lease in effect only provides for payment of ten per cent of the net rental and this, of course, is entirely contrary to the intent of the surrenders.

I have to request, therefore, that you have this lease re-drafted in the manner I have indicated above, and it is my opinion that the condition in both surrenders with respect to the payment of ten per cent of the gross rental should be incorporated in the lease, or, at least, a clause inserted which, in substance, is identical.

I may explain for your information that in the issue of leases it is the practice of the Department