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Change of plan.

proceed to an erection of said bridge, conforming strictly to the approved plan and location; and should any change be made in the plan of the bridge or said accessory works during the progress of the work thereon, such change shall be subject likewise to the approval of the Secretary of War; and in case of any litigation arising from any obstruction or alleged obstruction to the free navigation of said river, caused or alleged to be caused by said bridge, the case may be brought in the circuit court of the United States for the district for the State of Missouri, in whose jurisdiction any portion of said obstruction or bridge may be located. All changes in said bridge required at any time by the Secretary of War shall be made at the expense of the persons or corporation owning or controlling said bridge.

Litigation.

Lawful structure and post-route.

SEC. 4. That the said bridge and accessory works, when built and constructed under this act and according to the terms and limitations thereof, shall be lawful structures; and said bridge shall be recognized and known as a post-route, upon which also no higher charge shall be made for the transmission over the same of the mails, the troops, and the munitions of war of the United States than the rate per mile paid for the transportation over the rail-roads or public highways leading to said bridge; and said bridge shall enjoy the rights and privileges of other post-routes in the United States.

Postal telegraph.

SEC. 5. That the United States shall have the right of way across said bridge and its approaches for such postal and telegraph lines as the Government may construct or control.

Amendment, etc.

SEC. 6. That Congress shall have power at any time to alter, amend, or repeal this act, so as to prevent or remove all material and substantial obstructions to the navigation of said river by the construction of said bridge and its accessory works; and all alterations of said bridge shall be made and all such obstructions shall be removed at the expense of the owners of or persons controlling such bridge: *Provided further*, That nothing in this act shall be so construed as to repeal or modify any of the provisions of law now existing in reference to the protection of the navigation of rivers, or to exempt this bridge from the operation of the same.

Structural changes.

Proviso.

Existing laws.

Commencement and completion.

SEC. 7. That this act shall be null and void if actual construction of the bridge herein authorized be not commenced within one year and completed within three years from the date hereof.

Approved, October 1, 1890.

October 1, 1890.

CHAP. 1252.—An act giving, upon conditions and limitations therein contained, the assent of the United States to certain leases of rights to mine coal in the Choctaw Nation.

Choctaw Nation.
Ratification of coal mining leases to Choctaw Coal and Railway Company.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the consent of the United States is hereby given, upon the conditions and with the limitations hereinafter set forth, and no farther, to the following-described leases of coal rights, which citizens of the Choctaw Nation have made to the Choctaw Coal and Railway Company, a corporation created by the laws of the State of Minnesota, copies of which leases, eleven in number, have been filed and deposited with the Secretary of the Interior, namely:

Leases.

First. A lease bearing date the twentieth day of May, eighteen hundred and eighty-nine, between James F. Freeney and John M. Grady, citizens of the Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in the clerk's office of Gaines County, Choctaw Nation, June third, eighteen hundred and eighty-nine, in record-book numbered one, pages two hundred and six and two hundred and fourteen, inclusive.

Leases—continued.

Second. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Jonas Durant, John M. Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book numbered , pages twenty-nine, thirty, thirty-one, thirty-two, thirty-three, and thirty-four, inclusive, of the records of Gaines County, Choctaw Nation, on the eighteenth day of August, eighteen hundred and eighty-nine.

Third. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Mrs. John Adams, John M. Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company. Recorded in record-book numbered B, pages twenty-four, twenty-five, twenty-six, twenty-seven, and twenty-eight, inclusive, of the records of Gaines County, Choctaw Nation, on the nineteenth day of August, eighteen hundred and eighty-nine.

Fourth. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Moses Williams, John M. Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book numbered B, pages eighteen, nineteen, twenty, twenty-one, twenty-two, and twenty-three, inclusive, of the records of Gaines County, Choctaw Nation, Indian Territory, on the nineteenth day of August, anno Domini eighteen hundred and eighty-nine.

Fifth. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Ahotubbee, Ishilatubbee, John M Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book B, pages twelve, thirteen, fourteen, fifteen, sixteen, and seventeen, inclusive, of the records of Gaines County, on the nineteenth day of August, eighteen hundred and eighty-nine.

Sixth. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Ahotubbee, John M. Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book numbered B, on pages eighteen, nineteen, twenty, twenty-one, twenty-two, and twenty-three, inclusive, of the records of Gaines County, Choctaw Nation, on the eighteenth day of August, eighteen hundred and eighty-nine.

Seventh. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between John M. Grady, James F. Freeney, G. M. Bond, Fritz Sittel, and Robert J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book numbered B, on pages one, two, three, four, five, inclusive, of the records of Gaines County, Choctaw Nation, on the nineteenth day of August, eighteen hundred and eighty-nine.

Eighth. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between James Arnature, John M. Grady, as guardian of Henry Freeney, a minor, Josiah Gardner, G. M. Bond, and James J. McAlister, by his attorney in fact Josiah Gardner, all citizens of the Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in record-book numbered B, pages seventy-two to seventy-six,

Leases—continued.

inclusive, of the records of Tobucksey County, Choctaw Nation, on the seventh day of August, eighteen hundred and eighty-nine.

Ninth. A lease bearing date the tenth day of June, eighteen hundred and eighty-nine, between Fritz Sittel, a citizen of Tobucksey County, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company, of the other part. Recorded in book B, on pages numbered one hundred and six, one hundred and seven, one hundred and eight, one hundred and nine, one hundred and ten, one hundred and eleven, inclusive, of the records of Tobucksey County, Choctaw Nation, on the twentieth day of October, eighteen hundred and eighty-nine.

Tenth. A lease bearing date the tenth day of June, eighteen hundred and eighty-nine, between W. B. Pitchlyn and Fritz Sittel, citizens of Tobucksey County, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company. Recorded on record-book numbered B, on pages ninety-nine, one hundred, one hundred and one, one hundred and two, inclusive, of the records of Tobucksey County, Choctaw Nation, on the nineteenth day of October, eighteen hundred and eighty-nine.

Eleventh. A lease bearing date the first day of August, eighteen hundred and eighty-nine, between Simon James, Robert James, James F. Freeney, John M. Grady, G. M. Bond, Fritz Sittel, and R. J. Ward, citizens of Tobucksey and Gaines Counties, Choctaw Nation, Indian Territory, of the one part, and the Choctaw Coal and Railway Company of the other part. Recorded in record-book numbered B, on pages one hundred and two, one hundred and three, one hundred and four, one hundred and five, inclusive, of the records of Tobucksey County, Choctaw Nation, on the nineteenth day of October, eighteen hundred and eighty-nine.

Conditions.

The conditions and limitations upon which, and the extent to which, said consent is given are as follows:

Limit of area.

First. That neither the lessees, nor any one under them, shall exercise any rights of any kind under or by virtue of any of said leases over, in, or upon an area beyond or outside of one square mile.

Period.

Second. That no one of said leases shall continue in force for a longer period than thirty years from the passage of this act.

Report of coal mined, royalties, etc.

Third. That the lessees, or those holding under them, shall, during the first week of each month, render to the Secretary of the Interior a statement under the oath of its president, or at least one of any joint owners under said lessee, showing the amount of coal taken from the mines covered by said leases as herein prescribed, for the month preceding, and the royalties paid to the said Choctaw Nation, and the individual citizens holding said rights, and the price per ton the same has been sold by those having the right to mine the same under the said leases.

Restriction of prices for sales.

Fourth. That no higher rate per ton than the average rate per ton for which such coal has for the next six months next preceding the first day of September, eighteen hundred and ninety, been sold by said lessees, or those holding under them, shall, during said thirty years, be exacted of any purchaser, except upon the written permission of the Secretary of the Interior.

All obligations of lessees to be performed.

Fifth. That all the obligations of said leases, except as the same may be herein modified or limited, shall be faithfully preserved and performed by said lessees, or those holding under them, and that no

Rights restricted to mining, etc.

right shall be claimed or exercised in the lands covered by said leases or the surface thereof, except such as shall be proper and necessary for the profitable development and working of the mines therein, and ingress and egress to and from the same, and for the erection and maintenance of necessary and proper machinery for said purposes.

Rights of Chickasaws, etc., not impaired.

SEC. 2. That the consent hereby given shall in no way impair or affect the rights which any person or persons, or the Chickasaw

Nation of Indians, may have had before the passage of this act in and to the subject-matter of said leases. And nothing in this act contained shall be construed as validating, impairing, or in any way affecting the right of the lessors to make the same, or the authority under or by virtue of which they have been executed or any other lease or leases already or hereafter made.

Violation of conditions to forfeit consent.

SEC. 3. That any violation of, or failure to conform to, any of the conditions or limitations herein set forth on the part of said lessees, or those holding under them, shall be taken and deemed to be a forfeiture and revocation of the consent herein given without further action on the part of the United States.

Approved, October 1, 1890.

October 1, 1890.

CHAP. 1253.—An act to authorize the construction of a bridge across the Missouri River at the most accessible point within one mile above or below the town of Quindaro, in the county of Wyandotte and State of Kansas.

Wyandotte County Bridge and Terminal Railway Company may bridge Missouri River, at Quindaro, Kans.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Wyandotte County Bridge and Terminal Railway Company, a corporation duly created and existing under the laws of the State of Kansas, and its successors, be, and they are hereby, authorized to construct and maintain a bridge and approaches thereto over the Missouri River at the most accessible point, to be selected by it or them, within one mile above or below the town of Quindaro, in the county of Wyandotte and State of Kansas. Said bridge shall be constructed to provide for the passage of railway trains, and, at the option of said company, or its successors, said bridge may be so constructed or maintained that passage may be accorded to wagons and vehicles of all kinds, and for the transit of animals and for foot-passengers, under such reasonable rules and regulations as may be prescribed by said corporation, or its successors, and be approved from time to time by the Secretary of War.

Railway, wagon, and foot-bridge.

Lawful structure and post-route.

SEC. 2 That any bridge built under this act and subject to its limitations shall be a lawful structure, and shall be recognized and known as a poste-route, upon which also no higher charge shall be made for the transmission over the same of the mails, the troops, and the munitions of war of the United States, or for passengers and freight passing over said bridge, than the rate per mile paid for the transportation over the railroad or public highways leading to the said bridge; and it shall enjoy the rights and privileges of other post-roads in the United States.

Spans.

SEC. 3. That if said bridge shall be made with unbroken and continuous spans the spans thereof shall not be less than three hundred feet in length in the clear, and the main span shall be over the main channel of the river and not less than four hundred feet in length in the clear; the lowest part of the superstructure of said bridge shall be at least fifty feet above extreme high-water mark, as understood at the point of location, and the bridge shall be at right angles to, and its piers parallel with, the current of the river: *Provided*, That said company or corporation shall maintain, at its own expense, from sunset to sunrise, such lights or other signals on said bridge as the Light-House Board shall prescribe. No bridge shall be erected or maintained under the authority of this act which shall at any time substantially or materially obstruct the free navigation of said river; and if any bridge erected under such authority shall, in the opinion of the Secretary of War, obstruct such navigation he is hereby authorized to cause such change or alteration of said bridge to be made as will effectually obviate such obstruction; and all such alterations shall be made and all such obstructions be removed at the expense of the owner or owners of said bridge; and in case of any

Provisos.

Lights, etc.

Unobstructed navigation.

Changes.