

necessary expenses, to be paid out of any funds in the State Treasury.  
Approved February 24th, 1858.

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## NUMBER 4.

JOINT RESOLUTIONS containing propositions for a settlement with the Des Moines Navigation and Rail Road Company.

WHEREAS, The Des Moines Navigation and Rail Road Company have heretofore claimed, and do now claim, to have entered into certain contracts with the State of Iowa, by its officers and agents, concerning the improvement of the Des Moines River in the State of Iowa, and whereas disagreements and misunderstandings have arisen and do now exist between the State of Iowa and said Company, and it being conceived to be to the interests of all parties concerned, to have said matters, and all matters and things between said Company and the State of Iowa, settled and adjusted. Now, therefore, be it

*Resolved by the General Assembly of the State of Iowa, That for the purpose of such settlement, and for that purpose only, the following propositions are made by the State to said Company: That the said Company shall execute to the State of Iowa full releases and discharges of all contracts, agreements and claims with or against the State, including rights to water rents which may have heretofore or do now exist, and all claims of all kinds against the State of Iowa and the lands connected with the Des Moines River Improvement, excepting such as are hereby, by the State secured to the said Company; and also surrender to said State the dredge-boat and its appurtenances, belonging to said improvement; and the State of Iowa shall, by its proper officer, certify and convey to the said Company, all lands granted by an Act of Congress, approved August 8th, 1846, to the then Territory of Iowa, to aid in the improvement of the Des Moines River, which have been approved and certified to the State of Iowa by the General Government, saving and excepting all lands sold or conveyed or agreed to be sold or conveyed by the State of Iowa, by its officers and agents, prior to the 23d day of December, 1853, under said grant, and said Company or its assignees shall have right to all of said lands as herein granted to them as fully as the State of Iowa could*

have under or by virtue of said grant, or in any manner whatever, with full power to settle all errors, false locations, omissions or claims in reference to the same, and all pay or compensation therefor by the General Government, but at the costs and charges of said Company, and the State to hold all the balance of said lands, and all rights, powers and privileges under and by virtue of said grant, entirely released from any claim by or through said Company; and it is understood that among the lands excepted and not granted by the State to said Company, are 25,487,87 acres lying immediately above Raccoon Forks, supposed to have been sold by the General Government, but claimed by the State of Iowa.

And it is further agreed that said Company release and convey to the State of Iowa or its representatives, all materials of every kind and description, prepared for or intended for the construction of Locks or Dams in said Improvement, wheresoever the same may be, and the State shall take the existing contracts, but no other liabilities of any name or nature except as herein provided, for constructing or repairing the works on said Improvement at Keosauqua, Bentonsport, Plymouth and Croton, and no other or different, with all liabilities and advantages arising upon said contracts, and per centage retained thereon, excepting that the Company shall pay all estimates for work done or material prepared up to this date, beyond the per centage retained from the contractors under their agreements; and the said Company shall be discharged from all liability for the claims of the officers of the State for services or salaries.

The said Company hereby agree to pay the State the sum of twenty thousand dollars, which sum shall be paid to the order of the Commissioner of the Des Moines River Improvement, (as fast as he may require the same, to liquidate existing liabilities against said Des Moines River Improvement,) on thirty days notice given to said Company at their office in the city of New York; and any bonds or certificates of indebtedness against said Improvement not exceeding in amount the sum of eleven thousand dollars, which are now due and unpaid, are to be received in part payment of said sum of twenty thousand dollars. *Provided*, That no liabilities assumed by the State in this contract, shall be a charge against the State in her sovereign capacity, but all such liabilities, if any, shall be chargeable upon and payable out of the remaining lands belonging to the Des Moines River Grant; and *Provided*, also, that if

Congress shall permit a diversion of the lands of said Des Moines River Grant, or the title thereto shall become vested in the State, so as to become subject to grant, the said remaining lands, after the payment of all the liabilities, as aforesaid, against said Improvement, and the completion of such locks and dams on the Des Moines River as the Legislature shall direct, shall be granted to the Keokuk, Fort Des Moines and Minnesota Rail Road Company, to aid in the construction of a railroad up and along the valley of the Des Moines river, upon such terms and in such manner as the Legislature may provide, one fourth of which said lands shall be applied by said Company to aid in the construction of said road above the city of Des Moines; and *Provided*, further, that if the said Des Moines Navigation and Rail Road Company shall ratify and accept these propositions for a contract by filing a written acceptance thereof in the office of the Secretary of State within sixty days from the passage of this Joint Resolution, then this contract shall be in force and bind both of the parties thereto.

Approved March 22nd, 1858.

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## NUMBER 5.

JOINT RESOLUTION in relation to the State Printing for the year 1858.

*Be it Resolved by the General Assembly of the State of Iowa,* That the Attorney General shall investigate all the facts connected with the printing of the Senate Journal, House Journal, Senate Documents, House Documents for the regular session of the Sixth General Assembly, and the compensation paid to the State Printer for the same; and if upon such investigation he shall be of the opinion that the State of Iowa has any cause of action against said State Printer, he shall commence and prosecute a suit or suits against said State Printer on his official bond to recover the amount due the State of Iowa.

Approved March 22d 1858.