

work for a building known as the Carpenter Shop, Ohio Soldiers' and Sailors' Home, Sandusky, Ohio, as set forth in Item No. 1 of the Form of Proposal dated September 16, 1930. Said contract calls for an expenditure of seven thousand seven hundred and fifty dollars (\$7,750.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. Evidence is submitted showing that the Controlling Board has approved the expenditure, as required by Section 11 of House Bill 510 of the 88th General Assembly. In addition you have submitted a contract bond, upon which the American Surety Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law, and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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2494.

APPROVAL, LEASE TO DEPARTMENT OF AGRICULTURE FOR RIGHT  
TO USE AND OCCUPY FOR THE PURPOSE OF FISH PROPAGATION,  
MIAMI AND ERIE CANAL PROPERTY IN SHELBY COUNTY, OHIO.

COLUMBUS, OHIO, October 31, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease in triplicate executed by you as Superintendent of Public Works of this state, by which there is leased and demised to the Department of Agriculture of the State of Ohio for a term of fifteen years, and for the annual rental therein provided, the right to use and occupy for the purpose of fish propagation that portion of the abandoned Miami and Erie canal property located in McLean and Cynthian townships, Shelby County, Ohio, which is described as follows:

“Beginning at the intersection of the Loramie Feeder and the abandoned Miami and Erie Canal at Station 6670-93 of R. C. Beam's survey of said canal property, and running thence southerly with the lines of said canal property, 4.92 miles, more or less, as measured along the transit line of the said Beam survey to Station 6930-06, being the westerly end of a lease granted to the Shelby County Fish and Game Association, under date of October 1, 1926, and by it transferred to the Department of Agriculture of the State of Ohio, under date of January 12, 1928.”

Upon examination of said lease I find that the same has been properly executed

by you as Superintendent of Public Works and by Hon. Perry L. Green, the Director of the Department of Agriculture, the lessee therein named.

Upon examination of the terms and provisions of said lease I find a provision therein that said lease is granted with the understanding that the portion of the property covered by said lease, which is within the corporate limits of the village of Fort Loramie, shall be under the control of the Ladies "Village Beautiful Club" in so far as the maintenance of the unsubmerged bed and embankments are concerned. I know of no statutory authority by which you, as Superintendent of the Public Works of the state, and charged by law with the duty of maintaining such public works, can transfer your duties and responsibilities with respect to any particular part of such public works to a voluntary private organization such as is the club mentioned in the provisions of the lease above referred to. It is equally obvious that the Department of Agriculture, the lessee named in said lease, is not authorized to delegate any part of the duties which said department may have with respect to the care and maintenance of the leased property to an organization of this kind. However, this provision in said lease does not affect the validity of the lease for the purposes for which the same is executed. Said provision is simply without effect as imposing any obligation upon either the lessor or lessee; although probably neither said lease nor the purpose to be effected thereby will be effected in any manner by permitting said club to beautify the embankments of said canal and the unsubmerged bed thereof.

Said lease and the provisions thereof are otherwise in accordance with the provisions of Sections 13965 et seq., and with other sections of the General Code relating to the execution of leases of this kind, and the same is accordingly hereby approved as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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2495.

DISAPPROVAL, LEASE FOR RIGHT TO INSERT GAS PIPES INTO TURKEY FOOT CHANNEL AT PORTAGE LAKES, SUMMIT COUNTY, OHIO, FOR USE OF THE TURKEY FOOT LAKE GOLF CLUB.

COLUMBUS, OHIO, October 31, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a certain water lease in triplicate, executed by the Conservation Commissioner, by the terms of which lease there is granted to one C. R. Thornton, of Akron, Ohio, for the stated term of five years, the right and privilege of inserting into the level of the Turkey Foot Channel at the Portage Lakes in Summit County, Ohio, two, two and one-half (2½) inch pipes and one, three (3) inch pipe for the purpose of withdrawing from said Channel such amount of water as will flow through said pipes for use in watering the greens of the Turkey Foot Lake Golf Club.

In Opinion No. 2476 of this office directed to Hon. A. T. Connor, Superintendent of Public Works, under date of October 23, 1930, it was held that the Superintendent of Public Works is authorized to make leases for water to be taken by means of