

denced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

616.

LEASE—CANAL LAND, STATE TO THE BUCKEYE PIPE LINE COMPANY, RIGHT TO CONSTRUCT AND MAINTAIN CERTAIN PIPE LINE CROSSINGS OVER BED AND EMBANKMENTS, DESIGNATED PORTION, MIAMI AND ERIE CANAL, SPENCERVILLE, ALLEN COUNTY.

COLUMBUS, OHIO, May 19, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a canal land lease in triplicate executed by you as Superintendent of Public Works and as Director of said department to The Buckeye Pipe Line Company of Lima, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$75.00, there is leased and demised to the lessee above named the right to construct and maintain three oil pipe line crossings to carry three eight-inch and one twelve-inch crude oil pipe lines over the bed and embankments of the Miami and Erie Canal, immediately south of the southerly right of way line of the Chicago and Erie Railway Company, in the village of Spencerville, Allen County, Ohio.

Upon examination of this lease, which is one executed by you under the authority of the DeArmond Act, so-called, 114 O. L., 546, I find that the same has been executed by you in your official capacity above stated and by The Buckeye Pipe Line Company, acting by the hands of its President and Secretary pursuant to a resolution of the Board of Directors of said company duly adopted under date of September 25, 1912, and which is in full force and effect at the present time. Assuming, as I do, that the parcel of canal land above described has not been designated by the Director of the Department of Highways for state highway purposes, and that no application for the lease of this property for park purposes has been made by any political subdivision entitled to the lease of the property for such purposes, I find that the provisions of this lease and the conditions and restrictions therein contained are in conformity with the act of the legislature above referred to and with other statutory provisions relating to leases of this kind. I am, accordingly, approving this lease and I am

herewith returning the same with my approval endorsed thereon and upon the duplicate and triplicate copies which are likewise herewith enclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

617.

BONDS—NEWTONSVILLE VILLAGE SCHOOL DISTRICT,
CLERMONT COUNTY, \$2,000.00.

COLUMBUS, OHIO, May 19, 1939.

*Retirement Board, State Public School Employes Retirement System,
Columbus, Ohio.*

GENTLEMEN :

RE: Bonds of Newtonsville Village School District, Clermont County, Ohio, \$2,000.00 (Unlimited).

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of school improvement bonds in the aggregate amount of \$23,000, dated December 23, 1938, and bearing interest at the rate of 3% per annum.

From this examination, in the light of the law under authority of which the above bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute valid and legal obligations of said school district.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

618.

BONDS—VALLEY TOWNSHIP RURAL SCHOOL DISTRICT,
GUERNSEY COUNTY, \$12,000.00.

COLUMBUS, OHIO, May 19, 1939.

*Retirement Board, State Public School Employes Retirement System,
Columbus, Ohio.*

GENTLEMEN :

RE: Bonds of Valley Township Rural School District, Guernsey County, Ohio, \$12,000 (Limited).

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise all of an issue of school