

892.

APPROVAL, LEASE TO RESERVOIR LAND AT BUCKEYE LAKE FOR THE RIGHT TO OCCUPY AND USE FOR STORE-HOUSE, RESTAURANT, GENERAL BUSINESS BUILDING AND DOCKLANDING PURPOSES—JOSEPH MCGHEE.

COLUMBUS, OHIO, May, 29, 1933.

HON. EARL H. HANEFELD, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a communication from the Chief of the Bureau of Inland Lakes and Parks of the Division of Conservation in your department, submitting for my examination and approval a certain reservoir land lease executed by the Conservation Commissioner to Joseph McGhee of Columbus, Ohio. By the lease here in question there is granted to the lessee above named the right to occupy and use for store-house, restaurant, general business building and docklanding purposes that portion of the northerly embankment of Buckeye Lake that is included in the inner slope and waterfront and the outer slope and borrow pits in the rear thereof, that is included in the east-half of embankment lot No. 54, east of Sayre's boathouse, as laid out by the Ohio Canal Commission in 1905, and lying a short distance west of the alley, produced, on the westerly side of what is commonly known as the Mauger Hotel property on the north shore of said Buckeye Lake, and being part of Section 13, Town 17, Range 18, Licking County, Ohio, and being the east-half of the land that was included in the lease originally granted to Isaac Jones by the State of Ohio, by lease dated March 14th, 1905. Said half lot has a frontage of 50 feet measured along the top of the outer slope of the reservoir embankment.

Upon examination of this lease which is one for a stated term of fifteen years and which provides for an annual rental of Sixty Dollars (\$60.00) payable semi-annually, I find that the same has been properly executed by the Conservation Commissioner and by Joseph McGhee, the lessee named in the lease.

Upon examination of the provisions of this lease and of the conditions and restrictions therein contained, I find that the same are in conformity with Section 471, General Code, under authority of which this lease is executed, and with other sections of the General Code relating to leases of this kind.

I am accordingly approving this lease as to legality and form as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

893.

APPROVAL, LEASE FOR RIGHT TO INSERT PIPE INTO THE LEVEL OF THE MIAMI AND ERIE CANAL—THE AKRON, CANTON AND YOUNGSTOWN RAILWAY COMPANY.

COLUMBUS, OHIO, May 29, 1933.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:— This is to acknowledge the receipt of your recent communication

submitting for my examination and approval a certain Water Lease Contract in triplicate executed by you in your official capacity as Superintendent of Public Works and as Director of said Department, to The Akron, Canton & Youngstown Railway Company. By the lease here in question, the lessee therein named is granted the right for the term of five (5) years to insert a one and one-half inch (1½") pipe into the level of the Miami and Erie Canal above Lock No. 24, north of Loramie Summit, and to take therefrom water for the purpose of supplying locomotives of said railway.

The rental provided for in this lease is \$58.40 annually, based upon an estimated annual consumption of water under the lease, of 7,500,000 gallons; and provision is made that if there should be an annual consumption of water over this estimate, the same shall be paid for at the rate of eight mills per thousand gallons.

Upon examination of this lease, I find that the same has been properly executed by you and by The Akron, Canton & Youngstown Railway Company acting by the hand of an authorized official. I further find upon examination of the provisions of this lease, and of the conditions and restrictions therein contained, that they are in conformity with Sections 431 and 1409 of the General Code and that they are not in conflict with any statutory enactment or other provision of law.

I am accordingly approving this lease as to legality and form as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof.

Respectfully,

JOHN W. BRICKER,
Attorney General.

894.

APPROVAL, LEASE FOR RIGHT TO INSERT PIPE INTO THE LEVEL
OF THE MIAMI AND ERIE CANAL—THE NEW YORK CENTRAL
RAILROAD COMPANY.

COLUMBUS, OHIO, May, 29, 1933.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain Water Lease Contract which has been executed by you in your official capacity to The New York Central Railroad Company as successor to The Toledo & Ohio Central Railroad Company. By this lease there is granted to The New York Central Railroad Company, for a term of ten (10) years, the right to insert a two inch (2") pipe into the level of the Miami and Erie Canal above Lock No. 14 at St. Marys, Ohio, and to take water therefrom for the purpose of supplying the locomotive tanks of the railroad company.

As rental for the water used, the lessee is to pay to the State, the sum of \$96.00 payable in semi-annual installments on the first days of May and November of each year during the term of the lease.

Upon examination of this lease, I find that the same has been executed by The New York Central Railroad Company, successor to The Toledo & Ohio