

the municipality. In this situation, I assume, with respect to the lease here in question, that the village of Lockville made no application for the lease of this property within the time limited by this act and that, likewise, no owner of abutting property other than the lessee above named has now pending any application for the lease of this property which would make this lease to Lewis E. Boyer in any respect illegal.

With these assumptions I find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that the same are in conformity with the statutory provisions above referred to and with other statutes relating to leases of this kind. And since it appears that this lease has been executed by you as Superintendent of Public Works and as Director of said department, and by Lewis E. Boyer, the lessee therein named, in the manner provided by law, I am approving this lease as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1510.

APPROVAL—CANAL LAND LEASE EXECUTED BY THE
STATE OF OHIO TO N. G. FOREMAN OF MILLERSPORT,
OHIO.

COLUMBUS, OHIO, November, 22, 1937.

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

DEAR SIR: You recently submitted for my examination and approval a certain canal land lease in triplicate executed by you as Superintendent of Public Works and as Director of said department to one N. G. Foreman of Millersport, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$24.00, there is leased and demised to the lessee above named the right to occupy and use for store house and warehouse purposes, the spoil embankment of the

Ohio Canal in the Village of Millersport, Fairfield County, Ohio, commencing at the westerly line of Canal Street in said village and extending westerly 100 feet bounded on the north by a line drawn parallel thereto and 15 feet southerly from the top water line of said Ohio Canal and on the south by the southerly margin of the State Ditch, excepting therefrom the portion of the same heretofore occupied by the ice house owned by S. Boyd with the privilege of constructing and maintaining under the direction of the Superintendent of Public Works a dock landing along the water line of the canal immediately north of the ground herein leased for boat landing purposes, excepting and reserving, however, the right of the public to land for temporary purposes at points along said dock landing.

This lease is executed under the general authority conferred upon you by Section 13965, General Code, and under the more special provisions of the Act of May 31, 1911, 102 O. L., 293, as amended by the later Act of the 88th General Assembly passed April 5, 1929, 113 O. L., 524. By this later act, municipalities and owners of abutting property, in the order named, are given prior rights with respect to the lease of canal lands abandoned by said act which are located in the municipality. In this situation, I assume, with respect to the lease here in question, that the Village of Millersport made no application for the lease of this property within the time limited by this act and that, likewise, no owner of abutting property other than the lessee above named has now pending any application for the lease of this property which would make this lease to N. G. Foreman in any respect illegal.

With these assumptions I find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that the same are in conformity with the statutory provisions above referred to and with other statutes relating to leases of this kind. And since it appears that this lease has been executed by you as Superintendent of Public Works and as Director of said department, and by N. G. Foreman, the lessee therein named, in the manner provided by law, I am approving this lease as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,

Attorney General.