

covered by this lease whether the same is included within that portion of the Ohio Canal extending from the west end of Buckeye Lake to the Ohio River near Portsmouth, abandoned by the Act of June 7, 1911, 102 O.L., 293, or whether the same is a part of the Columbus Feeder to the Ohio Canal which was abandoned for canal purposes by the Act of June 8, 1911, 102 O.L., 318. However, the provisions of each of these acts are quite identical with the other with respect to the lease of canal lands abandoned by said respective acts in this that in each the authorized term of the lease is not less than fifteen nor more than twenty-five years, and in each there is a provision that the bed and banks of the abandoned canal property may be included in any lease of such canal lands.

It thus appears that in any view you are authorized to execute the lease here in question; and since it appears that the lease has been properly executed by you as Superintendent of Public Works, acting for and in the name of the state of Ohio, and by George McClish, the lessee therein named, and it further appears that the provisions of this lease and the conditions and restrictions therein contained are in conformity with either or both of the acts above referred to and with other statutory provisions relating to leases of this kind, this lease is hereby approved, 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,

HERBERT S. DUFFY,
Attorney General.

400.

APPROVAL, LEASE OF CANAL LANDS TO ONE IRA T. McCORKLE, FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, April 6, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication submitting 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, acting for and in the name of the state of Ohio, as lessor, to one Ira T. McCorkle, as the lessee therein named.

By this lease, which is one for a term of fifteen years and which provides for an annual rental of \$24.00, payable in semiannual installments

of \$12.00 each, there is leased and demised to the lessee above named a certain tract or parcel of abandoned Ohio and Erie Canal property located in Franklin Township, Ross County, Ohio, and including the full width of the bed and embankments thereof, which is described as follows:

Beginning at station 366+40, of W. O. Sanzenbacher's survey of said canal property which is on the southerly line produced of lands now or formerly owned by Russell McCorkle, and extending thence in a northwesterly direction with the state property lines, a distance of forty-two hundred and seventy (4270') feet, more or less, to station 409+10, which is on the northerly line produced of lands now or formerly owned by the said Russell McCorkle, and containing eight (8) acres, more or less.

The parcel of canal lands above described is included in that portion of the Ohio Canal which was abandoned for canal purposes by the Act of June 7, 1911, 102 O.L., 293 (secs. 14203-12 to 14203-19 G.C.). Section 3 of this act provides for the lease of the canal lands abandoned by the act in conformity with the various provisions of the statutes of Ohio relating to the lease of state canal lands (secs. 13965, et seq., G.C.), "except that the grant of such leases shall be for a term of not less than fifteen nor more than twenty-five years, and that the bed and banks of said abandoned canal property may be included in any lease of such canal lands."

It is evident, therefore, that this section of the Act of June 7, 1911 (sec. 14203-14, G.C.), read together with the provisions of section 464, General Code, authorizes you to execute this lease for the term therein stated.

And since it appears from an examination of this lease that the same has been properly executed by you for and in the name of the state of Ohio, as lessor, and by Ira T. McCorkle, the lessee therein named, and that the provisions of the lease and the conditions and restrictions therein contained are in conformity with the act above referred to and other statutory provisions relating to leases of this kind, the same is hereby approved, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned to you.

Respectfully,

HERBERT S. DUFFY,

Attorney General.