

Logan County, Ohio, commonly known as Fox Island; excepting therefrom a certain lot to be leased by the State of Ohio to John Richter of Milford Center, Ohio; also the right to use the forty-foot channel constructed by the State of Ohio to connect the waters of Indian Lake, on the westerly side of Fox Island, with the waters of said lake, on the easterly side thereof; also the right to enter upon, improve and occupy for business, cottage sites, docklandings and park purposes only, the overflow island known as Marsh Island lying immediately south and west of Fox Island, with the privilege of dredging a connecting channel between Marsh Island and Fox Island.

Upon examining the provisions of said lease, which is one calling for an annual rental of five hundred and twenty dollars, payable in semi-annual installments of two hundred and sixty dollars each, it is found that said lease is granted upon a number of conditions which have been incorporated in the lease as a part thereof. I am inclined to the view that all of the conditions set forth in said lease are such as have proper relation to the purpose for which said lease is granted, and that all of the same fall within the authority of the conservation commissioner or the conservation council for the protection of reservoir property leased under the provisions of the section of the General Code above referred to.

It is noted that this lease contains a provision attempting to grant to the lessee therein named the right to a renewal of this lease after the expiration of the fifteen year term for which the same is granted. I am inclined to the view that this provision is ineffective so far as the conclusion of any legal rights between the State of Ohio and said lessee is concerned, for the reason that there is no statutory authority for such provision and for the further obvious reasons that the conditions of such renewal lease cannot now be fully determined. I do not think, however, this provision in the lease in any wise affects the other provisions thereof, and finding the other provisions of said lease to be in all respects in conformity with the provisions of Section 471, General Code, and with other statutory provisions relating to leases of this kind, this lease is approved by me as a lease for a term of fifteen years for the purposes therein stated.

I have endorsed my approval upon this lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2815.

APPROVAL, LEASE FOR RIGHT TO LAY GAS MAIN ALONG OUTER MARGIN OF BERME EMBANKMENT OF OHIO CANAL IN LAWRENCE TOWNSHIP, STARK COUNTY, OHIO—OHIO INSULATOR COMPANY.

COLUMBUS, OHIO, January 10, 1931.

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

DEAR SIR:—YOU have submitted for my examination and approval a certain canal land lease in triplicate, by which the State of Ohio, acting through you as superintendent of the public works of the State, has granted to the Ohio Insulator Company of Barberton, Ohio, for a term of fifteen years, the right to lay and maintain a four inch gas main along the outer margin of the berme embankment of the abandoned Ohio Canal in Lawrence Township, Stark County, Ohio, commencing at Station 878/53 of the W. J. Slavin's survey of said Ohio Canal through Stark County, Ohio,

and running thence southerly over and along the outer margin of said berme embankment, a distance of 1,789 feet, more or less, to Station 896/42, of Slavin's survey, thence northerly across said Ohio Canal 90 feet, more or less, to the outer line of the berme embankment of said canal.

Upon examination of said lease, I find that the same has been properly executed, and that the provisions thereof are likewise in conformity to other statutory enactments relating to leases of this kind.

I have therefore endorsed my approval upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2816.

APPROVAL, BONDS OF SAYBROOK TOWNSHIP RURAL SCHOOL DISTRICT, ASHTABULA COUNTY, OHIO—\$55,000.00.

COLUMBUS, OHIO, January 10, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2817.

APPROVAL, AGREEMENT FOR RECONSTRUCTION OF SEPARATED CROSSING OVER TRACKS OF THE NEW YORK CENTRAL RAILROAD COMPANY NEAR ELYRIA, LORAIN COUNTY, OHIO.

COLUMBUS, OHIO, January 10, 1931.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted form of agreement between the State of Ohio and the New York Central Railroad Company with reference to the following improvement:

“In the matter of the reconstruction of the existing separated crossing over the tracks of the New York Central Railroad Company on State Highway No. 288 just west of Elyria, in Lorain County, Ohio.”

After examination, it is my opinion that said proposed agreement is in proper legal form and when executed by you will constitute a valid and binding contract.

Respectfully,
GILBERT BETTMAN,
Attorney General.