

other parties, providing the same are installed and maintained so as not to materially interfere with the rights of the second party hereto for the production of oil and gas." And in this connection, it is further provided in this lease "that the terms, conditions and restrictions recited in the lease granted by the State of Ohio to The Columbus Oil and Fuel Company of Columbus, Ohio, under date of April 18, 1916, shall be in full force and effect as to this lease in so far as the same are applicable, except as herein modified, the same as if written herein and made a part hereof."

Upon examination of this lease, as well as the former oil and gas leases therein referred to, I find that the lease here under consideration is in substantial conformity with the above quoted and other provisions of Section 13970, General Code. And inasmuch as it appears that this 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 The Pure Oil Company, acting by the hand of one H. J. Lowe, Manager of said Company, acting pursuant to the authority of a resolution of its Board of Directors, I am approving this lease as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2127.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO THROUGH ADJUTANT GENERAL AS DIRECTOR OF STATE ARMORIES, WITH THE OHIO STATE CONSTRUCTION COMPANY, COLUMBUS, OHIO, CONSTRUCTION AND COMPLETION, OHIO STATE WAREHOUSE, CAMP PERRY, OHIO, TOTAL EXPENDITURE, \$3,972.00.

COLUMBUS, OHIO, March 21, 1938.

HON. EMIL F. MARX, *Adjutant General of Ohio, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between The Ohio State Construction Company of Columbus, Ohio, and the State of Ohio, acting by and through Emil F. Marx,

Adjutant General and Director of State Armories, for the construction and completion of an Ohio State Warehouse to be erected at Camp Perry, Ohio, which contract calls for the total expenditure of three thousand, nine hundred and seventy-two dollars (\$3,972.00).

You have also submitted the following papers in this connection: Encumbrance record, dated March 9, 1938, proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, Controlling Board Release, certificate of the Auditor of State that the necessary papers are on file in that office, tabulation of bids, division of contract, form of proposal properly executed with the Glens Falls Indemnity Company as surety, the power of attorney for its signer, its financial statement and certificate to do business in the State of Ohio.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other papers submitted in this connection.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

2128.

APPROVAL—CANAL LAND LEASE, STATE OF OHIO, THROUGH SUPERINTENDENT OF PUBLIC WORKS, WITH THE CRYSTAL TISSUE COMPANY, MIDDLETOWN, OHIO, TERM NINETY YEARS, ANNUAL RENTAL \$30.00, RIGHT TO OCCUPY AND USE FOR BUILDING AND GENERAL BUSINESS PURPOSES, DESCRIBED PORTION, ABANDONED MIAMI AND ERIE CANAL LANDS, LEMON TOWNSHIP, BUTLER COUNTY, OHIO.

COLUMBUS, OHIO, March 21, 1938.

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

DEAR SIR: This is to acknowledge receipt of your recent communication with which you submit for my examination and approval a canal land lease in triplicate executed by you as Superintendent of Public Works to The Crystal Tissue Company of Middletown, Ohio.