

and Sailors' Orphans' Home, Xenia, Ohio, according to Item No. 2, Item No. 3, Alternate No. 1 with substitution, and Item No. 4, Alternate No. 2 of the Form of Proposal dated March 11, 1932. Said contract calls for an expenditure of thirteen thousand five hundred and two dollars (\$13,502.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum to cover the obligations of the contract. You have furnished evidence to the effect that the Controlling Board and Emergency Board have approved the expenditure of moneys for this contract, in accordance with section 8 of House Bill No. 624 of the 89th General Assembly. In addition, you have submitted a contract bond upon which the Globe Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation act have been complied with.

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 data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4385.

APPROVAL, LEASE OF CANAL LANDS IN CITY OF MASSILLON,
STARK COUNTY, OHIO, TO THE INDEPENDENT COMPANY, MAS-
SILLON, OHIO.

COLUMBUS, OHIO, June 6, 1932.

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 lease instrument in triplicate by which instrument there is leased and demised to The Independent Company, of Massillon, Ohio, a certain parcel of abandoned Ohio Canal land in the City of Massillon, Stark County, Ohio, which parcel of land so leased, is more particularly described by metes and bounds, as follows:

“Commencing at a point in the southerly line of North Street in said City, that is forty-one (41') feet west of the west line of North Erie Street, measured along the southerly line of said street, and running thence westerly along the southerly line of North Street, produced, fifty-seven (57') feet; thence along the top of the inner slope of the towing-path embankment of the Ohio Canal, seventy-six (76') feet, more or less to a point that is seventy-three (73') feet south of the southerly line of North Street, measured at right angles thereto, and one hundred fifteen (115') feet west of the westerly line of North Erie Street, measured at right angles thereto; thence easterly on a line parallel to and seventy-three (73') feet south of the southerly corner of a brick building owned by The Independent Company, of Massillon, Ohio; thence

northwesterly on a line parallel to and fifty-five (55') feet west of the westerly line of North Erie Street, twenty-six (26') feet; thence northerly along the easterly line of the State Canal property, as shown by G. F. Silliman's survey of the Ohio Canal through said City of Massillon, made under the direction of the State Board of Public Works in the Summer of 1911, forty-nine (49') feet, more or less, to the point of commencement, and containing thirty-one hundred and twenty-five (3125) square feet, more or less."

The lease here in question is one executed by you under the authority of Amended Senate Bill No. 235 enacted by the 88th General Assembly under date of April 19, 1929.

Under the provisions of Section 5 of this act, (113 O. L., 532, 534) the City of Massillon was permitted to file an application for the lease of the property here in question and of other abandoned Ohio Canal lands in said city, within one year from the effective date of said act. Although the lease instrument here presented, contains no recital to this effect, I assume that the City of Massillon has made no application for the lease of the above described parcel of abandoned Ohio Canal land; and that in this situation you are authorized to lease this land to the above named lessee under the authority of Section 18 of said act.

The lease here in question is one for a term of ninety-nine years, renewable forever and providing for an annual rental of six percent on the appraised value of the parcel of land covered by the lease, which appraised value for the first fifteen year period of the term of the lease is \$2500.00; and, in this connection, it is provided in the lease that there shall be a reappraisal of this parcel of land at the end of each fifteen year period during the full term of the lease and that thereafter the annual rental shall be at the rate of six percent of such successive valuations.

The above noted provisions of this lease, as well as all others therein contained, are in conformity with the provisions of the above noted act of the 88th General Assembly, and are in conformity with other statutory provisions relating to leases of this kind.

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

Respectfully,

GILBERT BETTMAN,
Attorney General.

4386

APPROVAL, ABSTRACT OF TITLE TO LAND OWNED BY CLARENCE
M. WALKER, IN MARION COUNTY, OHIO.

COLUMBUS, OHIO, June 6, 1932.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination an abstract of title, warranty deed, encumbrance estimate No. 1384, copy of the approval of the controlling board and tax receipt covering first half of 1931 taxes, relating to the