

1621.

APPROVAL, BONDS OF FREEPORT VILLAGE SCHOOL DISTRICT,  
HARRISON COUNTY—\$32,000.00.

COLUMBUS, OHIO, March 14, 1930.

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

1622.

HOW LEASE TO WATER RIGHTS MAY BE CANCELED—OHIO CANAL  
AT BRECKSVILLE DAM IN CLEVELAND, CUYAHOGA COUNTY,  
OHIO—AMERICAN STEEL AND WIRE COMPANY.

COLUMBUS, OHIO, March 14, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication in which you refer to an application made by the American Steel and Wire Company, of Cleveland, Ohio, for a lease of canal lands and water rights in that part of the Ohio Canal between the Brecksville Dam in Cuyahoga County and what is known as the Harvard Street Lock in the City of Cleveland. Acting upon this application your predecessor, Honorable R. T. Wisda, executed a lease to said company covering said canal lands and water rights, subject to the approval of the Governor and the Attorney General.

In Opinion No. 1511 of this office, directed to you under date of February 10, 1930, I approved said lease as to legality and form, and in this opinion I discussed at some length the provisions of Section 431, General Code, referred to in your communication, as well as other sections of the General Code applicable in consideration of the question of the authority of the Superintendent of Public Works to execute said lease. I am advised that the Governor has not yet approved said lease; and in this situation you request my opinion as to whether or not the provisions of a former lease executed to said company under date of January 17, 1922, are now in force. As noted in my opinion above referred to, said former lease was approved by the then Attorney General in an opinion directed to the Director of Highways and Public Works under date of January 21, 1922, and that said former lease by its terms does not expire for a number of years yet to come. The recent lease executed by the Superintendent of Public Works, to which Opinion No. 1511 was directed, recites that the same is made between the parties in lieu of said lease agreement made and entered into under date of January 17, 1922, with the further provision that said former lease agreement is canceled by the Superintendent of Public Works with the consent of said company as lessee, "as of the date this instrument becomes effective". The recent lease in which this provision as to the cancellation of the former lease is made does not become effective until the same is approved by the Governor. It follows from this that unless some action has been taken by yourself or by your predecessor, (of which I am