

No. 190, as shown on the original plat of said city; thence north along the east line of said Lot No. 190, sixty-four (64') feet, more or less, to a point opposite the head of Lock No. 38, of said Ohio Canal numbering south from the Licking Summit, thence northeasterly twelve (12') feet, more or less, to a point in the easterly face of the westerly wall at the head of said Lock No. 38, thence southeasterly along the inner face of said westerly wall, produced, one hundred sixty-four (164') feet, more or less, to the point of commencement, and containing five thousand three hundred ninety (5,390) square feet, more or less.

It appears from this lease that the same is a renewal of a lease granted to said M. J. Donovan under date of May 20, 1919, and which expired May 20, 1934. I assume from this fact as well as from the description of the property covered by this lease that the parcel of abandoned Ohio Canal lands here in question is not included in that section of the Ohio Canal in the City of Chillicothe, Ohio, which was abandoned for canal purposes by Senate Bill No. 278 passed by the 89th General Assembly under date of April 10, 1931, 114 O. L. 559, which section of Ohio Canal lands was, by said act, reserved for sale to the owner or owners of abutting lands. In this connection, it is further assumed that this lease is one executed by you as successor to the State Board of Public Works, under the authority of section 3 of the Act of June 7, 1911, 102 O. L. 293, which act provided, among other things, for the abandonment for canal purposes of that part of the Ohio Canal from the flume at the west end of Buckeye Lake to the junction of said canal with the Ohio River near Portsmouth, Ohio; and which further provides for the sale or lease of that part of said Ohio Canal lands so abandoned in strict conformity with the general provisions of the statutes of Ohio relating to the sale or lease of canal lands (sec. 13965, et seq., G. C.).

Upon examination of this lease instrument, I feel that the same has been properly executed by you as Superintendent of Public Works and by M. J. Donovan, the lessee therein named.

I further find, on examination of the provisions of the lease and of the conditions and restrictions therein contained, that the same are in conformity with the above noted and other statutory enactments relating to the execution of leases of this kind. I am accordingly approving this lease as to legality and form, 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,

JOHN W. BRICKER,
Attorney General.

3351.

APPROVAL, CERTAIN WATER LEASE FOR RIGHT TO MAINTAIN WEIR ON THE LEVEL OF THE MIAMI AND ERIE CANAL IN SUMMIT COUNTY, OHIO—THE GORDON, HAUSS, FOLK COMPANY.

COLUMBUS, OHIO, October 26, 1934.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain water lease in triplicate, executed by you as Superintendent of Public Works and

as Director of such Department to The Gordon, Hauss, Folk Company of St. Marys, Ohio. By this lease, which is one executed by you in your official capacity as successor to the powers and authority of the State Canal Commission and of the State Board of Public Works, and under the authority of sections 464, 431 and 14009 of the General Code, there is leased and granted to the lessee above named the right to maintain a weir on the level of the Miami and Erie Canal above Lock No. 12, north of the Loramie Summit and to take through and over said weir such water as may be needed for the purpose only of operating the flour mill of said company as now used and operated by it on the present location of the mill on Lots 7 and 8 in Block 37 in the City of St. Marys, Ohio.

This lease is one for a term of ten years and provides for the payment of an annual rental for the water used in the sum of \$400.00, payable semi-annually on the first days of May and November in each and every year during the term of the lease.

Upon examination of this lease, I find that the same has been properly executed by you as Superintendent of Public Works and as Director of such Department and by the Gordon, Hauss, Folk Company, by the hand of its President acting under the authority of a resolution of the Board of Directors of said company. Upon examination of the provisions of this lease and of the conditions and restrictions therein contained, I find the same to be in conformity with the sections of the General Code above noted, under the authority of which the lease is executed.

I am accordingly approving this lease as to legality and form, 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,
JOHN W. BRICKER,
Attorney General.

3352.

JUSTICE OF PEACE—OFFICIAL HOLDING EXISTING LINE COMMISSION OF EARLIEST DATE AUTHORIZED TO APPOINT UNDER SECTION 3265 G. C.

SYLLABUS:

The phrase "oldest commission" appearing in section 3262, General Code, means the existing live commission of earliest date.

COLUMBUS, OHIO, October 26, 1934.

HON. GEORGE N. GRAHAM, *Prosecuting Attorney, Canton, Ohio.*

DEAR SIR:—This will acknowledge receipt of your request for my opinion, as follows:

"A vacancy has been created in a Board of Township Trustees in this county. In this particular township there are three Justices of the Peace, and a dispute has arisen over which Justice of the Peace has a right to appoint under section 3262 of the General Code.