

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

not advised), canceling said former lease agreement with the American Steel and Wire Company, the provisions of said former lease are still in full force and effect between the parties and will continue to be in full force and effect until the expiration of the term of said lease, unless said lease is terminated at an earlier date either by the approval by the Governor of the recent lease above referred to, or by cancellation of said former lease by agreement of the Superintendent of Public Works and said corporation under the provisions of Section 431, General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1623.

APPROVAL, BONDS OF LEWIS TOWNSHIP RURAL SCHOOL DISTRICT,
BROWN COUNTY—\$15,000.00.

COLUMBUS, OHIO, March 14, 1930.

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

1624.

DISAPPROVAL, LEASE TO OFFICE ROOMS FOR USE OF DEPARTMENT OF INDUSTRIAL RELATIONS AT 240 NORTH HIGH STREET, COLUMBUS, OHIO.

COLUMBUS, OHIO, March 15, 1930.

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

DEAR SIR:—This acknowledges receipt of your letter of March 8, 1930, requesting approval of a lease between "Builder's Market" and yourself for office space for the department of Industrial Relations, at 240 N. High St., Columbus, Ohio.

After careful consideration, I find that the following provision should be stricken out, before approval of said lease can be made. The fifth covenant on page 3 of the lease reads:

"All safes shall be carried up or into the premises at such times and in such manner as shall be specified by the lessor; the lessor shall in all cases retain the power to prescribe the proper position of such safes and any damage done to the building by taking in or removing a safe, or from overloading the floor with any safe, shall be paid by lessee."

Your attention is directed to the fact that an almost identical provision in a lease was disapproved by this office in Opinion 176, rendered March 8, 1929, to your predecessor, Richard T. Wisda, a copy of which I am enclosing. On page 2 of that opinion, after quoting the objectionable provision, I said: