

the first day of January, 1939, and ending on the last day of December, 1940, and which provides for the rental during said term of \$1,072.50 payable in monthly installments of \$42.50 from January 1, 1939 to April 1, 1939, and \$45.00 from April 1, 1939, until December 31, 1940, there are leased and demised to the State for the use of the Division of Probation and Parole, Department of Public Welfare, the following described premises:

“Situating in Cleveland, Cuyahoga County, in the Film Exchange Building, (2108 Payne Avenue) and being storeroom number 1707 East 21st Street.”

This lease has been executed by The Western and Southern Life Insurance Company, by T. W. Grogan as President of The T. W. Grogan Company, rental agents of said corporation.

I find that while the authority for such execution is not shown by any documents submitted to me I assume that the rental agency has such power to negotiate and enter into such leases. I find other provisions of the lease in proper form.

This lease is accompanied by contract encumbrance record No. 1, which has been executed in proper form and which shows that there are unencumbered balances in the appropriation account sufficient in amount to pay the monthly rental under this lease from January 1, 1939 to October 1, 1939. This is a sufficient compliance with the provisions of Section 2288-2, General Code.

Said lease is accordingly approved by me and returned herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1379.

LEASE—CANAL LAND, STATE TO JOSEPH L. LEVECK,
DESIGNATED MIAMI AND ERIE CANAL LAND, WAYNE
TOWNSHIP, MONTGOMERY COUNTY, USE, RESIDENTIAL
AND AGRICULTURAL PURPOSES.

COLUMBUS, OHIO, November 4, 1939.

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

DEAR SIR: You recently submitted for my examination and approval a canal land lease in triplicate executed by you as Superintendent of Public Works and as Director of said Department, to one Joseph L. LeVeck of Dayton, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$30.00 payable in semi-annual installments of \$15.00, there is leased and demised to the lessee above named the right to occupy and use for residential and agricultural purposes that portion of the abandoned Miami and Erie canal property located in Wayne Township, Montgomery County, Ohio, and described as follows:

“Beginning at Station 9051 + 40, of H. E. Whitlock’s Survey of said canal property, same being the southerly line of the Fishburg Road, and extending thence southerly with the lines of said canal property, twenty-five hundred (2,500) feet, more or less, to Station 9076 + 40 of said survey; also the state lock at Lock No. 18, south of the Loramie Summit of said canal.”

Upon examination of this lease, which is one executed by you under authority of the DeArmand Act, so-called, 114 Ohio Laws, 546, I find that the same has been executed by you in your official capacity above stated and by Joseph L. LeVeck, the lessee therein named in the manner provided by law.

There is attached to this lease a certification from the Director of the Department of Highways, showing that the property described in the lease is not needed in any scheme of highway development as contemplated under Section 14178-6, General Code of Ohio.

I am assuming that no application for the lease of this property for park purposes has been made by any political subdivision entitled to the lease of the property for such purposes, and I therefore find that the provisions of this lease and the conditions and restrictions therein contained are in conformity with the Act of the Legislature above referred to, and with other statutory provisions relating to leases of this kind. I am accordingly approving this lease, and am herewith returning the same with my approval endorsed thereon, and upon the duplicate and triplicate copies, which are likewise herewith returned.

Respectfully,

THOMAS J. HERBERT,
Attorney General.