

568.

APPROVAL, LEASES TO MIAMI AND ERIE CANAL LANDS IN THE CITY OF CINCINNATI—IDA RAPHAELSON.

COLUMBUS, OHIO, June 27, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval eleven leases, in triplicate, executed by you, as Superintendent of Public Works, on behalf of the State of Ohio, whereby you have leased and demised to one Ida Raphaelson of Cincinnati, Ohio, for terms of ninety-nine years each, renewable forever, subject to re-appraisal every fifteen years, certain parcels of the allotment of the Miami and Erie Canal Lands in the city of Cincinnati, in Section 20, Millcreek Township, Hamilton County, Ohio, as surveyed and platted by the Cincinnati Rapid Transit Commission, under the direction of the Superintendent of Public Works, in the year 1927.

The parcels of said allotment of said Miami and Erie Canal Lands covered by the leases above referred to are parcels Numbers 87 to 97, inclusive, and the assessed valuation upon which the rental for the first fifteen year period is payable, are as follows:

<i>Parcel No.</i>	<i>Amount</i>
87 -----	\$254.00
88 -----	276.00
89 -----	321.00
90 -----	286.00
91 -----	241.00
92 -----	208.00
93 -----	305.00
94 -----	352.00
95 -----	492.00
96 -----	412.00
97 -----	121.00

It appears that no applications have been made for the purchase or lease of the above described parcels of land, and that, subject to the approval of the Governor and the Attorney General, you are authorized to sell or lease said parcels to the above named lessee.

A careful examination of said leases shows that the same have been executed in conformity to the provisions of the act of April 20, 1927 (112 O. L. 210), authorizing and providing for the sale or lease of these and other parcels of said allotment of Miami and Erie Canal Lands. Said leases and each of them are therefore approved as to execution and form.

Under the provisions of Section 9 of the act above referred to, the sale or lease by you of said parcels of land is subject to the approval of the Governor and the Attorney General. My investigation with respect to the location of the several parcels of land covered by the leases here in question shows that said parcels of land lie in a deep swale on the east side of Central Parkway and that the location is such that it is altogether improbable that the owners of abutting property to the east will, as abutting property owners, have any use for these particular parcels of land. I have no reason to question the substantial correctness of the appraisals made of said several parcels, and in this view I see no reason why said leases and each of them should not

be approved by me. Said leases are therefore hereby approved and my approval is endorsed upon the same and upon the duplicate and triplicate copies thereof.

Respectfully,

GILBERT BETTMAN,
Attorney General.

569.

FIRE PROTECTION—CONTRACTS BETWEEN TOWNSHIP AND MUNICIPALITY—FIXED ANNUAL CHARGE NECESSARY.

SYLLABUS:

Under the provisions of Section 3298-60, General Code, as enacted by the 88th General Assembly, it will be necessary to provide for a fixed annual charge in the making of contracts for fire protection as authorized under said section.

COLUMBUS, OHIO, June 28, 1929.

HON. PAUL J. WORTMAN, *Prosecuting Attorney, Dayton, Ohio.*

DEAR SIR:—Acknowledgment is made of a communication from your office which reads:

“One of the townships in this county has contracted with another township, which has provided its own fire equipment under the provisions of Section 3298-54 of the General Code, et seq., for fire protection and following the opinion of the Attorney General as found in the Opinions of the Attorney General of November 30, 1928, being Opinion No. 2955, contracted for payment at \$50.00 per unit per run.

The last session of the legislature in House Bill No. 315, enacted a law becoming effective July 18, 1929, specifically providing for such authority to contract, and, in its first paragraph, provided that such contract could be entered into ‘upon such terms and conditions as are mutually agreed upon.’ Under this provision apparently a contract such as was entered into in the instant case would be valid. However, in the second paragraph of House Bill No. 315 it provided ‘such contract shall provide for a *fixed annual charge* to be paid at such times as may be stipulated in the contract.’

Under the provisions of this law, can the township fix the terms and conditions of payment at other than a fixed annual charge?”

Opinion No. 2955, issued under date of November 30, 1928, to Hon. J. R. Pollock, prosecuting attorney, Defiance, Ohio, held as disclosed by the syllabus, that:

“Township trustees may lawfully pay from township funds for the use of a fire department maintained by a neighboring political subdivision for the purpose of protecting the lives and property of citizens of the township against damages resulting from fires. Payment may be made therefor at an agreed price per year or per month, or for each fire as it occurs.”

Section 3298-60, as enacted in House Bill No. 315 by the 88th General Assembly, provides: