

Unless some agreement existed either express or implied as between the bank and a debtor whose note or other instrument was honored by a bank and payment made thereon in accordance with the statute, the services of the bank in connection with the matter would no doubt be regarded as having been done gratuitously.

However, the situation is quite different with respect to the holder of commercial paper which by its terms is made payable at a particular bank and he sends it to the bank for collection. Even though he may have an account at this particular bank which, in many instances at least, would not be the case with respect to the State Treasurer sending bonds of the several Retirement Boards or interest coupons thereon for collection, his act of sending the paper for collection impliedly, in my opinion, imports his solicitation of the services of the bank to make the collection and remit or credit the proceeds thereof according to instructions and to pay a reasonable charge for the services of the bank in doing so. An express contract to pay for such services is not a necessary prerequisite to the making of the charge by the bank for the services especially in view of the well known practice incident to present day banking to make direct charges for most any and all services rendered by the bank. The charge, of course, must be reasonable and proportionate to the services rendered.

I am therefore of the opinion that when bonds and interest thereon are made payable at a certain bank, such bank upon receipt of such bonds and/or the interest coupons thereon for collection, from the holder thereof, may lawfully make a reasonable and proper charge for the services rendered in making the collection and remitting or crediting the proceeds thereof. The right to make such charge is not dependent upon whether or not the collection is made for a public official or a private individual or whether or not the public authority or private individual has an account at the same bank.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

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LEASE—CANAL LAND, STATE TO E. P. ROBY, MIAMI AND  
ERIE CANAL, DESIGNATED PORTION, NOBLE TOWN-  
SHIP, AUGLAIZE COUNTY, OHIO, BUSINESS AND FISH  
HATCHERY.

COLUMBUS, OHIO, May 2, 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 E. P. Roby of St. Marys, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$6.00, there is leased and demised to the lessee above named the right to occupy and use for business and fish hatchery purposes that portion of the abandoned Miami and Erie Canal property located in Noble Township, Auglaize County, Ohio, described as follows:

Being all the canal property lying westerly of the transit line of D. Blythe's Survey of said canal property between Station 5784+93.9 and Station 5788+75.9, of said survey, excepting therefrom the portion that is now occupied by a spillway from the said canal into the St. Marys River, same being at Station 5788+05, of said survey.

Upon examination of this lease, which is one executed by you under the authority of the DeArmond Act, so-called, 114 O. L., 546, I find that the same has been executed by you in your official capacity above stated and by E. P. Roby, the lessee therein named, in the manner provided by law. Assuming, as I do, that the parcel of canal land above described has not been designated by the Director of the Department of Highways for state highway purposes, and 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, I 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 I am herewith returning the same with my approval endorsed thereon and upon the duplicate and triplicate copies which are likewise herewith enclosed.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*