

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 returned.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1381.

LEASE—CANAL LAND, STATE TO TROY MOTOR SALES, INC., DESIGNATED MIAMI AND ERIE CANAL LAND, CITY OF TROY, MIAMI COUNTY, USE, BUILDING, DRIVEWAY AND GENERAL BUSINESS PURPOSES.

COLUMBUS, OHIO, November 4, 1939.

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

DEAR SIR: You have 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 the Troy Motor Sales, Inc., of Troy, Ohio.

By this lease, which is one for a stated term of fifteen years, and which provides for an annual rental of \$195.00, there is leased and demised to the lessee above named, to occupy and use for building, driveway and general business purposes that portion of the abandoned Miami and Erie Canal property located in the City of Troy, Miami County, Ohio, and described as follows:

"Tract No. 1.

Beginning at a point in the westerly line of Market Street in said city that is one hundred sixty-eight and sixty-eight hundredths (168.68') feet south of the southwest corner of Canal and Market Streets, measured along the westerly line of said Market Street, and running thence westerly in a straight line three hundred and one and five-tenths (301.5') feet to the easterly line of a lease now held by the Miami Specialties, Inc., thence southerly with the easterly line of said lease, fifty-seven (57') feet, more or less, to the northerly line of what is commonly known as 'Dye Mill Race'; thence southeasterly along the northerly line of said race, three hundred and twenty (320')

feet, more or less, to the westerly line of Market Street; thence northerly along the westerly line of Market Street, twenty-one (21') feet, more or less, to the point of beginning and containing eleven thousand, nine hundred forty-seven (11,947) square feet, more or less.

Tract No. 2.

Beginning at a point in the westerly line of Market Street that is one hundred thirty-six (136') feet south of the southwest corner of Canal and Market Streets, as measured along the westerly line of Market Street, and running thence southerly along the westerly line of Market Street, thirty-two and sixty-eight hundredths (32.68') feet to the northeasterly corner of Tract No. 1, thence westerly with the northly line of Tract No. 1, two hundred thirty-three (233') feet, more or less, to the westerly line produced of a tract of land now owned by the Montgomery Printing Company; thence northerly with the said Montgomery Printing Company's westerly line fifty-three (53') feet, more or less, to a point which is one hundred twelve (112') feet south of the southerly line of Canal Street as measured along the said westerly line of the said Montgomery Printing Company's land; thence easterly parallel with Canal Street, one hundred (100') feet to the westerly line of the J. E. Weirauch lease; thence southerly with the westerly line of the J. E. Weirauch lease; twenty-four (24') feet to the south line of the J. E. Weirauch lease; thence easterly with the south line of the J. E. Weirauch lease, one hundred and thirty-three (133') feet, more or less, to the place of beginning, and containing ninety-seven hundred (9,700) square feet, more or less, reserving for the state of Ohio and its lessees the right to use a strip of ground ten (10') feet wide off of the above described tract for driveway purposes."

Upon examination of this lease, which is one executed by you under authority of the De Armand 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 Troy Motor Sales, Inc., by the hand of Fred R. Beasley by authority of the Board of Directors of said company a true copy of the resolution of the Board of Directors is attached to the lease. Also attached to the lease is a release of this porotion of the canal lands from the Highway Department in accordance with Section 14178-6, General Code. 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.

I find that the provisions of this lease and the conditions and re-

strictions 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 thereof, which are likewise herewith enclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1382.

CONTRACT — COOPERATIVE, STATE WITH VILLAGE OF HOLLOWAY, BELMONT COUNTY, IMPROVEMENT SH 679, PIEDMONT-FLUSHING ROAD ALONG FRONT AND MAIN STREETS, APPROXIMATELY 1.228 MILES.

COLUMBUS, OHIO, November 4, 1939.

HON. ROBERT S. BEIGHTLER, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted a cooperative contract between the Director of Highways and the Village of Holloway, covering the following improvement.

Being all of that portion of the Piedmont-Flushing Road, State Highway No. 679, as extended over and along Front Street and Main Street in the Village of Holloway, Ohio, in a general southeasterly direction from Jewell Avenue a distance of approximately 1.228 miles, to Summit Street, and there terminate.

Finding said contract proper as to form and legality, I have accordingly endorsed my approval thereon, and return the same herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.