

would have reverted to the grantor. In such event the board of education would have acquired exactly the same title which it received by deed. The authorities on this point are so clear that citation is unnecessary."

It should be remembered in a consideration of the foregoing case of *Schwing vs. McClure* that the case does not hold it to be illegal for a board of education to acquire real estate which may revert to the grantors upon the occurrence of certain conditions. In the majority opinion there is no hint that such a transaction is illegal so far as the real estate is concerned. In fact the court says :

"Indeed the school board makes no claim here to the land."

The case deals only with the buildings upon such land.

I am therefore of the opinion, in specific answer to your question, that the board of education of Granville Village School District may lawfully accept the deed submitted and pay for the lands thus conveyed the agreed price of \$100.00.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1990.

APPROVAL, LEASE FOR RIGHT TO LAY GAS MAIN ACROSS ABANDONED MIAMI AND ERIE CANAL PROPERTY IN MAD RIVER TOWNSHIP, MONTGOMERY COUNTY, OHIO—OHIO FUEL GAS COMPANY, COLUMBUS, OHIO.

COLUMBUS, OHIO, June 14, 1930.

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

DEAR SIR:—You have submitted for my examination and approval a certain canal land lease executed in triplicate by the State of Ohio, through you as Superintendent of Public Works, by which for a term of fifteen (15) years there is leased and demised to the Ohio Fuel Gas Company of Columbus, Ohio, the right to lay and maintain a sixteen (16) inch gas main across the abandoned Miami and Erie Canal property, at a point approximately two hundred (200) feet south of the north line of Section 25, Mad River Township, Montgomery County, Ohio, said point being at or near Station 9164 plus 85 as shown by Plat No. 198, of H. E. Whitlock's survey of said canal property.

Said lease, which is a renewal of a lease granted to the Logan Natural Gas and Fuel Company under date of January 6, 1914, which is now owned and held by the Ohio Fuel Gas Company, provides for an annual rental of twelve dollars (\$12.00) to be paid to the State of Ohio for the right and privilege granted by said lease.

Upon examination of the provisions of said lease, I find the same to be in conformity with Section 13970, General Code, and with other related sections of the General Code, conferring authority upon you as Superintendent of Public Works to execute canal land leases. Said lease is accordingly approved by me as to its legality and form as is evidenced by my authorized signature upon said lease and the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,
GILBERT BETTMAN,
Attorney General.