

convey to the president and trustees of the Miami University, as a corporation, all the right, title and interest in perpetuity owned and held by said grantors to the property in question, free and clear of all encumbrances whatsoever, except all taxes and assessments due and payable December 20, 1928, and thereafter.

Encumbrance estimate No. 2697, submitted with the above files, has been properly executed and shows there are sufficient balances in a proper appropriation account to pay the purchase price of said property.

I am herewith returning to you said corrected abstract of title, warranty deed and encumbrance estimate.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

412.

APPROVAL, BONDS OF EAST CANTON SPECIAL SCHOOL DISTRICT,  
STARK COUNTY, OHIO—\$50,000.00.

COLUMBUS, OHIO, May 17, 1929.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

413.

LEASE—CANAL PROPERTY—SUPERINTENDENT OF PUBLIC WORKS  
MAY NOT TERMINATE—SPECIFIC CASE.

**SYLLABUS:**

*Where, pursuant to the terms of a lease of canal property for hydraulic purposes, executed by the Superintendent of Public Works, the lessee therein notifies the Superintendent of Public Works of its intention to terminate said lease effective November 1, 1929, the Superintendent of Public Works has no authority, prior to the termination of said lease at the time fixed by said notice, to release said lessee from the obligation and duty imposed upon it by said lease, to maintain said canal property and to keep the same in repair.*

COLUMBUS, OHIO, May 18, 1929.

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

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which was inclosed a copy of a water lease executed by you as Superintendent of Public Works to The Southern Ohio Public Service Company, and in which communication you request my opinion as to your authority to release said company from some of the obligations imposed upon it by the terms of said lease.

From your communication and an examination of the lease here in question, it appears that on May 3, 1927, you executed to The Southern Ohio Public Service Company a lease by the provisions of which, and in consideration of the annual rentals