

and said deed form is accordingly hereby approved, as is evidenced by my approval endorsed upon said deed form, which is herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2625.

APPROVAL, LEASE TO OHIO CANAL LANDS IN CITY OF AKRON, OHIO,
TO BE USED FOR RAILWAY SWITCH TRACK PURPOSES BY THE
QUAKER OATS COMPANY.

COLUMBUS, OHIO, December 4, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a certain lease in triplicate, executed by you as Superintendent of Public Works and as Director of said department, by which there is leased and demised to The Quaker Oats Company, a corporation duly organized under the laws of the State of New Jersey and doing business in Akron, Ohio, a certain parcel of Ohio canal lands in the said city of Akron, Ohio, to be used by said lessee for railway switch track purposes. The parcel of land covered by said lease is more particularly described as follows:

Situate in the city of Akron, Summit County, Ohio, commencing at a point which may be found by running N. 89° 0' W. 131.75 feet from an iron pin set in the west line of Howard Street in said city, which iron pin is at the northeast corner of lands formerly owned by James Christy, and running thence from said point of commencement N. 0° 43' E. 49.92 feet to a pin; thence N. 5° 18' W. 23.25 feet to a pin; thence N. 13° 49' W. 23.25 feet to a pin; thence N. 20° 59' W. 23.25 feet to a pin; thence N. 25° 23' W. 18.52 feet to a pin; thence N. 31° 23' W. 56.72 feet to a point which is 15.77 feet from the center of Lock No. 5 of the Ohio Canal and opposite the upper hollow quoin of said lock; thence continuing same course N. 31° 23' W. 122 feet to the south line of Ash Street; thence along the south line of Ash Street S. 56° 37' W. 2.50 feet to a point, said point being 13.35 feet measuring along the south line of Ash Street; from the center line of the Ohio Canal; thence S. 29° 33' E. 122.77 feet to a point opposite the upper hollow quoin of Lock No. 5 and two feet easterly from the easterly face of said Lock No. 5; thence S. 28° 55' E. 56.15 feet; thence S. 25° 23' E. 17.65 feet; thence S. 18° 29' E. 22.83 feet; thence S. 25° 23' E. 17.65 feet; thence S. 18° 29' E. 22.83 feet; thence parallel to and 10 feet westerly from the first line above described by the three following courses and distances to-wit: S. 13° 49' E. 22.79 feet; S. 5° 18' E. 22.79 feet and thence S. 0° 43' W. 49.86 feet to the southerly line of lands formerly owned by The American Cereal Company produced westerly; thence S. 89° 00' E. along said line produced westerly 10 feet to the place of beginning, and containing 2324 square feet, more or less, and being a renewal of the lease granted to The Quaker Oats Company by the State of Ohio under date of November 12, 1915.

This lease, which calls for an annual rental of \$270.00, is for a stated term of 15 years, with the right of renewal thereof for a like term of years upon an appraisalment to be determined by the proper state authority at the time of said renewal.

As you have been previously advised in former opinions of this office with respect to leases of this kind, the provision in this lease purporting to grant to the lessee therein named the right to renew said lease at the expiration of the 15 year term therein provided for is wholly ineffective for the reason that there is no statutory authority for a provision of this kind in said lease, and if The Quaker Oats Company accepts this lease, it will be one for a term of 15 years and no longer.

Other than the provision above noted with respect to the renewal of said lease, said lease and the terms and conditions thereof are in conformity with the provisions of Sections 13965 et seq. of the General Code and with other sections of the General Code relating to leases of this kind; said lease is accordingly hereby approved as to legality and form as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2626.

APPROVAL, LEASE TO LILLIAN C. DAVIS, COLUMBUS, OHIO, FOR
RIGHT TO USE FOR COTTAGE SITE AND LANDING PURPOSES,
STATE LAND AT BUCKEYE LAKE.

COLUMBUS, OHIO, December 4, 1930.

HON. PERRY L. GREEN, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from the Division of Conservation in your department, submitting for my examination and approval a certain reservoir land lease in triplicate, which is executed by the Conservation Commissioner on behalf of the State of Ohio and by which there is leased and demised to one Lillian C. Davis of Columbus, Ohio, the right to use and occupy for cottage site and landing purposes a certain parcel of state land at Buckeye Lake; the parcel of land so demised being the water front and land in the rear thereof on the southerly shore of Buckeye Lake, as shown by R. K. Schlefley's survey of said lake, that lies in front of Lot No. 2, of Clymer's Grandview Subdivision of land in the southwest quarter of Section 27, Town 17, Range 18, Fairfield County, Ohio.

This lease, which calls for an annual rental of \$6.00, is for a term of fifteen years and is granted subject to the conditions and restrictions usually found in leases of this kind.

Upon examining said lease, I find that the same has been properly executed in accordance with the authority conferred upon the Conservation Commissioner by the provisions of Section 471, General Code, as amended in the Conservation Act passed by the 88th General Assembly, and that the provisions thereof are in conformity with the provisions of said section and of other sections of the General Code relating to leases of this kind. Said lease is accordingly hereby approved by me as to legality and form, as is evidenced by my approval endorsed upon said lease, and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.