

suspended. However, where the purpose of the society is to cease functioning in connection with the holding of fairs, it is my opinion that the county commissioners are without power to liquidate the debts of the society.

In answering your third inquiry, your attention is directed to section 9898, General Code, which reads:

"When a society is dissolved or ceases to exist, in a county where payments have been made for real estate, or improvements thereon, or for the liquidation of indebtedness, for the use of such society, all such real estate and improvements shall vest in fee simple in the county by which the payments were made."

This section apparently has application in those cases only in which the fee is in the society. Where the society holds the site by lease only, there appears to be no justification for saying that the lease vests in the county for the remainder of the period. A court of equity might, under such circumstances, decree that the rights of the county could be protected, but the statutes contain no such provision. It is apparent, of course, that a situation might arise wherein the obligation of paying the rentals would more than offset the advantage of having possession of the land. It is obvious that a burden of this nature could not be saddled upon the county.

In specific answer to your questions, in the order named, it is my opinion that:

First, county commissioners may, within the limitations of Section 9887, General Code, appropriate money for the purpose of paying the pre-existing indebtedness of a county society, where said society holds a lease for not less than twenty years upon lands for the purpose of holding fairs. The fact that an annual exhibition is not held is not necessarily determinative of its right to exercise such power.

Second, where it is the purpose of a county society to cease holding fairs, the county commissioners are without power to appropriate money under Section 9887, General Code.

Third, the statutes contain no provision to the effect that the county automatically becomes vested of the rights of a society in a lease by reason of paying its indebtedness when the society has ceased to function.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

3378.

APPROVAL, LEASE FOR RIGHT TO TAKE WATER FROM OHIO CANAL,  
SOUTH OF SUMMIT LAKE, OHIO—THE COLONIAL SALT  
COMPANY.

COLUMBUS, OHIO, June 30, 1931.

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 water lease in triplicate executed by the state of Ohio through you as superintendent of public works and as director of said department, by which there is given and granted to The Colonial Salt Company of Akron, Ohio, a corporation organized and doing business in this state, the right to insert into the Summit Level of the Ohio Canal, opposite the plant of said company, south of Summit Lake, Ohio, a 24-inch horizontal

pipe, and to thereby take from the canal at this point, for a term of fifteen years. water not exceeding in amount eight hundred million gallons annually.

As consideration for said lease and the water to be taken by said lessee under its provisions, it is provided that the lessee shall pay to the state of Ohio the sum of \$2880.00 annually, payable in semi-annual installments of \$1440.00 each, in advance, on the first day of May and November in each and every year during the term of said lease. Assuming that the lessee takes from said canal annually the maximum amount of water provided for in the lease, the rental to be paid will be at the rate of 3.6 mills per thousand gallons for the water taken. Touching this question it is noted that under the provisions of the lease at least 85% of the water to be taken by the lessee from said canal is required to be returned to the canal at such temperature that will not materially affect the temperature of Summit Lake.

Upon examination of said lease, I find that the same has been properly executed by you in your official capacity as superintendent of public works and as director of said department, on behalf of the state of Ohio, and by The Colonial Salt Company, the named lessee, acting by the hand of its president under the authority of a resolution of the board of directors of said company.

I likewise find that the terms and provisions of the lease here in question and the conditions and restrictions therein contained are in conformity with sections 431 and 14009 of the General Code.

Said lease is accordingly hereby approved by me as to legality and form; and my approval is endorsed upon the lease and the duplicate and triplicate copies thereof, all of which are herewith returned to you.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

3379.

APPROVAL, LEASE FOR RIGHT TO INSERT PIPE INTO THE OHIO  
CANAL FOR IRRIGATION PURPOSES—C. H. FOOTE.

COLUMBUS, OHIO, June 30, 1931.

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

DEAR SIR:—You lately submitted to me for my examination and approval a certain pipe lease, so-called, executed by you as superintendent of public works and as director of said department, by which lease there is granted to one C. H. Foote, of Brooklyn Station, Ohio, the right, for a term of five years, to insert into the level of the Ohio Canal next above Lock No. 41, a one inch pipe, and to thereby take from the canal at this point water for purposes of irrigation during the months of May, June, July, September and October of each year during the term of the lease.

The lease above referred to, which is one calling for an annual rental of \$15.00, payable, in advance, in semi-annual installments on the first days of May and November of each year, has been properly executed by you in your official capacity and by the lessee above named.

Said lease, as to its terms and provisions, is in conformity with the provisions of sections 431 and 14009, General Code.

Said lease is accordingly approved by me as to legality and form as is evi-