

4261.

APPROVAL, LEASE FOR RIGHT TO USE FOR COTTAGE SITE, BOATHOUSE AND DOCKLANDING PURPOSES, LAND AT PORTAGE LAKES IN COVENTRY TOWNSHIP, SUMMIT COUNTY, OHIO—  
W. H. HARDING.

COLUMBUS, OHIO, April 21, 1932.

HON. I. S. GUTHRY, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication over the signature of the chief of the bureau of inland lakes and parks of the division of conservation in your department, submitting for my examination and approval a certain reservoir land lease in triplicate executed by the conservation commissioner to one W. H. Harding of Akron, Ohio.

By the lease here under consideration, which is one for the stated term of fifteen years and for an annual rental of six dollars, there is leased and demised to the lessee above named the right to use and occupy for cottage site, boathouse and docklanding purposes, a parcel of the state reservoir property located on the westerly shore of the North Reservoir of the Portage Lakes in Coventry Township, Summit County, Ohio, which parcel of reservoir land is more particularly described in said lease.

Upon examination of this lease, I find that the same has been properly executed by the conservation commissioner and by said above named lessee. I likewise find that this lease, which has been executed under the authority of section 471, General Code, is in conformity with the provisions of this section of the General Code and with other statutory provisions relating to the execution of leases of this kind.

I am accordingly approving this lease as to legality and form, and I herewith return the lease with my approval endorsed upon the same and upon the duplicate and triplicate copies thereof.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

4262.

APPROVAL, CONTRACT AND LEASE FOR RIGHT TO TAKE WATER FROM LAKE ST. MARYS FEEDER FOR USE OF THE CENTRAL OHIO LIGHT AND POWER COMPANY.

COLUMBUS, OHIO, April 21, 1932.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You recently submitted for my examination and approval a certain written contract and lease in triplicate executed by you as superintendent of public works as director of public works by which there is granted to the Central Ohio Light and Power Company the right to take from the Lake St. Marys feeder of the Miami and Erie Canal through the intake constructed in the northerly embankment of said feeder such water as may be necessary to operate

an electric power generating plant in St. Marys, Ohio, such water to be used for the purpose of cooling condensers, for generating steam and for necessary sanitary purposes of the plant owned and operated by the Central Ohio Light and Power Company.

The lease here in question which is one for a term of five years from the first day of January, 1932, and which is for the purpose of giving to said company the right to take water from the feeder from time to time and as occasion may demand for use in its plant, supersedes a prior lease executed under date of June 12, 1929, to the Western Ohio Railway and Power Corporation. It appears that the property and assets of the Western Ohio Railway and Power Corporation were purchased by the Central Ohio Light and Power Company and that said last named company expects to operate this plant from time to time to reinforce electrical energy otherwise generated or acquired by the company.

Whether the lease here under consideration be considered as an independent and original lease to the Central Ohio Light and Power Company or as a modification of the prior lease executed to the Western Ohio Railway and Power Corporation, I am of the opinion that full authority to execute this lease is conferred upon you by the provisions of sections 431 and 14009 of the General Code, the consideration and proper application of which sections of the General Code you will find discussed in an opinion of this office directed to your predecessor, Hon. Albert T. Connor, under date of February 10, 1930, Opinions of the Attorney General, 1930, Vol. 1, page 242.

An examination of this last contract shows that the same has been properly executed by you and by the Central Ohio Light and Power Company, the above named lessee; and inasmuch as the terms and provisions of this lease and the conditions and restrictions therein contained are in conformity with the above mentioned statutory provisions, the same is hereby approved by me as to legality and form as is evidenced by my approval endorsed upon this lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

4263.

OPTOMETRY—WHAT CONSTITUTES PRACTICING OPTOMETRY—  
WHAT CONSTITUTES A VIOLATION OF THE RULES AND REGULATIONS OF STATE BOARD OF OPTOMETRY—SECTION 1295-22, G. C., CONSTRUED.

*SYLLABUS:*

1. *When an optometrist, licensed in Ohio, maintains his principal office in one city and owns and operates another office in another city, which is operated in his own name, but in charge of an employee, who is a licensed optometrist, such owning optometrist is practicing optometry in each city.*

2. *When an optometrist, not licensed to practice in Ohio, operates his principal office in another state and maintains an office in Ohio, which is operated by an employee who is a licensed optometrist, such owning optometrist is practicing optometry in Ohio without a license, in violation of section 1295-33, General Code.*