

819.

APPROVAL—CANAL LAND LEASES EXECUTED BY THE  
STATE OF OHIO TO THE OHIO ELECTRIC POWER COM-  
PANY OF SIDNEY, OHIO.

COLUMBUS, OHIO, July 2, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus,  
Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a canal land lease in triplicate executed by you as Superintendent of Public Works and as Director of said department to the Ohio Electric Power Company of Sidney, Ohio.

By this lease, which is one for a stated term of ninety years and which provides for an annual rental of \$45.00 subject to reappraisal of the leased property for other purposes at the end of each fifteen-year period of the term of the lease, there is leased and demised to the lessee above named the right to locate, erect and maintain a line of poles on the easterly embankment (towing-path) of the abandoned Sidney Feeder to the Miami and Erie Canal, beginning at a point on the south side of Water Street in the city of Sidney, Shelby County, Ohio, at or near Station 380+30, of S. A. Buchanan's Survey of the Sidney Feeder to the Miami and Erie Canal, made under the direction of the State Board of Public Works in 1910, and extending thence southerly over and along the east bank of said Sidney Feeder Canal, a distance of two thousand and fifty feet, as measured along the transit line of Buchanan's Survey, and there to terminate, with the right of ingress and egress over the towing-path of said Sidney Feeder.

Upon examination of this lease, which is executed by you under the authority of DeArmond Act, 114 O. L., 546, I find that the same has been properly executed by you in your official capacity as above stated and by the Ohio Electric Power Company, acting by the hand of its President pursuant to the authority of a resolution of the Board of Directors of said company.

Assuming, as I do, that this property has not been designated for highway purposes by the Director of Highways as provided for in said Act that no application for the lease of such land for park purposes has been made by any political subdivision or park board under the authority of the DeArmond Act or of the Farnsworth Act, 114 O. L., 518, I find that the terms and provisions of this act and the conditions and restrictions therein contained are in conformity to law with the exception

that the provision contained in the lease for the payment of the annual rental is defective in this that a stated amount of \$45.00 as the annual rental to be paid is not expressly limited to the first fifteen-year period of the term of the lease and as to this it is suggested that there be inserted between the word "during" and the words "the term of this lease" the following: "the first fifteen-year period of".

Subject to the correction above noted, I am hereby approving this lease as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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820.

APPROVAL—LEASE OF CANAL LANDS EXECUTED BY THE  
STATE OF OHIO TO ONE STINSON DETTY OF GROVE-  
PORT, OHIO.

COLUMBUS, OHIO, July 2, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You recently submitted for my examination and approval a canal land lease in triplicate executed by you in your official capacity as Superintendent of Public Works and as Director of said department to one Stinson Detty of Groveport, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$7.50, there is leased and demised to the lessee above named the right to occupy and use for pasturage and agricultural purposes that portion of the abandoned Ohio Canal located in Madison Township, Franklin County, Ohio, which is more particularly described as follows:

Being the portion of said canal property, lying between the southerly line of said canal property and the southerly line of that portion of said canal property leased to the Scioto Valley Traction Company, under date of December 28, 1916, and extending from the east end of Lock No. 20, south of the Licking Summit, said end of lock being at or near station