

640.

LEASE—CANAL LAND, STATE TO L. H. BARNETT, ET AL.,
DESIGNATED PORTION, OHIO CANAL PROPERTY, NEW-
COMERSTOWN, TUSCARAWAS COUNTY.

COLUMBUS, OHIO, May 24, 1939.

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

DEAR SIR: You have submitted to me 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 for and in the name of the State of Ohio, to L. H. Barnett Estate of W. M. Brode, deceased, G. B. Brode, Executor, G. B. Brode and C. C. Brode of Newcomerstown, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for the payment of an annual rental of \$30.00, there is leased and demised to the lessees above named the right to occupy and use for warehouse and garage purposes that portion of the Ohio Canal property, located in the village of Newcomerstown, Tuscarawas County, Ohio, which is described as follows:

Beginning at a point which is eighty-one (81') feet south of the south line of Main or Basin Street in said village and ninety-eight (98') feet, more or less, west of Cross Street, said point being the northwest corner of a tract of land leased by the state of Ohio to Clarence E. and H. J. Ortt, under date of October 6th, 1938, and running thence southerly with the west line of said Ortt lease, forty-four (44') feet, more or less; thence westerly twenty-six (26') feet, more or less; thence southerly forty-five (45') feet, more or less, to a point in the southerly line of said canal property; thence westerly with said southerly line, thirty-five (35') feet, more or less, to the southeast corner of a tract of land leased by the state of Ohio to William Brode, under date of April 15, 1936; thence northerly with the east line of said Brode lease, forty-five (45') feet, more or less; thence easterly eight (8') feet, more or less; thence northerly forty (40') feet, more or less, to the northerly line of said canal property; thence easterly with said northerly line of said canal property, forty-two (42') feet, more or less; thence northerly at right angles four (4') feet, more or less; thence easterly eleven (11') feet, more or less, to the point of beginning and containing three thousand six hundred thirty-four (3,634) square feet, more or less.

This lease is one executed by you under the authority of the act of the 89th General Assembly enacted under date of April 29, 1931, 114 O. L., 541, which provides for the abandonment of that portion of the Ohio Canal and all lateral canals and canal feeders situated within Tuscarawas, Coshocton and Muskingum Counties, Ohio. By section 6 of this act, there are reserved from the further provisions thereof all such portions of Ohio Canal property abandoned by this act as were at the time occupied by state highways or that might thereafter within one year from the effective date of the act be designated by the Director of Highways for highway purposes. Assuming that no part of the parcel of Ohio Canal property covered by this lease is occupied by a state highway and, further, that no part thereof was designated for highway purposes within one year from the effective date of this act, you are authorized to execute this lease under the provisions of section 8 of this act, subject to the conditions therein prescribed. By this section certain persons and corporations are given prior rights with respect to the lease of Ohio Canal lands abandoned for canal purposes by the act of which this section is a part. In the first instance, railroads are given prior rights to acquire by lease such portions of the Ohio Canal abandoned by this act as were then occupied for right of way crossings. Secondly, owners of existing leases are given prior rights with respect to the lease of such portions of said property as are covered by their respective existing leases. In the third place, with respect to prior rights municipalities are given the right to lease those portions of the canal lands abandoned by the act that were applied for within one year from the effective date of the act. Next, the owners of tracts abutting upon canal property abandoned by this act are given a prior right to lease such contiguous canal properties, providing application therefor is made by such owner within ninety days after the expiration of the prior right of the municipal corporations with respect to the lease of such property. This section of said act in and by the last paragraph thereof provides as follows:

“All tracts of said abandoned canal property lying within a municipality, but not included in the application of any one of the four classes enumerated above, and likewise the abandoned canal property lying outside the corporate limits of any municipality, may be leased by the superintendent of public works, who shall appraise such tracts at their true value in money for any purpose for which they can be used, and the annual rental shall be six per cent of such appraisement.”

It may be assumed that this lease is one executed by you under the authority of that part of section 8 of said act above quoted; although as to this, it is quite probable that the lessees above named are the owners of lands contiguous to the canal property covered by this lease. And

assuming, as I do, that no application for the lease of this canal land has been made by any person or corporation entitled to prior rights with respect to the lease of the above described parcel of Ohio Canal land, I find that you are authorized to execute this lease to L. H. Barnett, Estate of W. M. Brode, deceased, G. B. Brode, Executor, G. B. Brode and C. C. Brode, the lessees therein named.

Upon examination of this lease, I find that the same has been properly executed by you, acting for and in the name of the State of Ohio, and by L. H. Barnett, Estate of W. M. Brode, deceased, G. B. Brode, Executor, G. B. Brode and C. C. Brode, the lessees. I further find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that the same are in conformity with the provisions of the act above referred to and with those of other statutory enactments relating to leases of this kind. I am accordingly 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 enclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

641.

CONTRACT—STATE WITH KEWAUNEE MANUFACTURING COMPANY, LABORATORY FURNITURE EQUIPMENT, EAST WING TO CHEMISTRY BUILDING, MIAMI UNIVERSITY, OXFORD, OHIO.

COLUMBUS, OHIO, May 24, 1939.

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

DEAR SIR: You have submitted for my approval a contract between Kewaunee Manufacturing Company, a Corporation of Wisconsin, and the State of Ohio, acting through you as Director of the Department of Public Works, for the Board of Trustees of Miami University, Oxford, Ohio, for the construction and completion of Contract for Laboratory Furniture Equipment for a project known as Laboratory Equipment for East Wing to Chemistry Building, Miami University, Oxford, Ohio, as set forth in Item 1, Laboratory Furniture Equipment and Item 5, Alternate No. 1 (if Duriron, Corosiron or equal piping and traps are used in lieu of lead specified) of the Form of Proposal dated December 17, 1938. The contract calls for an expenditure of \$40,788.00.

You have submitted the following papers and documents in this connection: Estimate of cost; Division of Contract; Contract encumbrance