

3502.

APPROVAL, TRANSCRIPT OF PROCEEDINGS RELATING TO SALE
OF CANAL LANDS AT LOCKLAND, HAMILTON COUNTY, OHIO—
THE RICHARDSON PAPER COMPANY.

COLUMBUS, OHIO, August 12, 1931.

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

DEAR SIR:—You have submitted for my examination and approval a transcript in duplicate of your proceedings relating to the proposed sale of a parcel of abandoned Miami and Erie Canal lands at Lockland, Hamilton County, Ohio, to The Richardson Paper Company of Lockland, Ohio, for the sum of \$7500.00 to be paid to the state of Ohio as a consideration for the conveyance of said parcel of land.

The parcel of land here in question, which is now held and occupied by The Richardson Paper Company under a lease for the term of ninety-nine years originally executed by the state of Ohio to one Pentheus I. Holcomb under date of May 1, 1831, is more particularly described as follows:

“Being a certain tract of land situate in Sycamore Township, Hamilton County, Ohio, in Section No. 2 of Township No. 3 of the first entire range M. R. S. butted bounded and described as follows: Beginning at the most northwardly corner of a piece of ground deeded to the State of Ohio by John Catlin from which the upper and west culvert rod of Lock No. 19 bears south 41 deg. east 344 feet; thence S. 56½ deg. E. Eighty (80') feet; thence S. 33½ deg. W. ninety-one (91') feet; thence N. 56½ W. eighty (80') feet; thence N. 33½ deg. E. ninety-one (91') feet, to the place of beginning, containing Seven Thousand Two Hundred Eighty (7,280) square feet.”

The proposed sale and conveyance by the state of Ohio of the above described parcel of land is in pursuance of the exercise of an option to purchase said land contained in the lease under which it held said property, which option to purchase said property was exercised by the company by communications directed to the Governor and to the Superintendent of Public Works under dates of December 29, 1928, and May 2, 1929, respectively. The option to purchase said property contained in said lease is as follows:

“It is further agreed that whenever the party of the second part shall pay to the state the sum of which the rent herein stipulated is the legal interest, the said party of the second part shall be entitled to receive a deed of conveyance absolute for the premises and privileges hereby leased, reserving, however, the right of resuming the water as hereinbefore specified.”

Inasmuch as the annual rental payable by the lessee under said lease was the sum of \$450.00, this amount of rental under the terms of said option fixes the purchase price of the property at the sum of \$7500.00. In other words, the sum of \$450.00 is six per cent of \$7500.00.

Inasmuch as the lease under which The Richardson Paper Company held this land as successor to Pentheus I. Holcomb, the original lessee, was primarily a lease of water from the Miami and Erie Canal for hydraulic purposes, and the lease of said parcel of land was in a sense merely incidental to the lease of the

water, and, was for the purpose of providing the means whereby such water might be used by the lessee, it might well be questioned whether aside from the option to purchase contained in said lease, above stated, said lessee held any rights in said land or in the lease demising the same which survived the abandonment of the canal for hydraulic purposes. See Opinions of Attorney General for the year 1927, Vol. II, page 1382.

However, in my investigations of the questions presented by this lease and the option to purchase therein contained, my attention has been called to a number of unreported decisions by the Common Pleas Court of Hamilton County upholding similar option provisions in leases of Miami and Erie Canal lands in said county, which leases were quite identical with the lease here in question; and following these decisions as well as the administrative practice of your office in recognizing the validity of the optional provisions in these old Hamilton County leases of Miami and Erie Canal lands, of which there were quite a number, I am constrained to the view that your proceedings relating to the sale of the above described parcel of abandoned Miami and Erie Canal lands should be approved. I am accordingly approving the legality and form of your proceedings relating to the sale of this property, as is evidenced by my approval endorsed upon the transcript of said proceedings and the duplicate thereof, both of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3503.

APPROVAL, BONDS OF CITY OF WAUSEON, FULTON COUNTY, OHIO
—\$23,000.00.

COLUMBUS, OHIO, August 13, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3504.

APPROVAL, BONDS OF THE VILLAGE OF WILLOUGHBY, LAKE
COUNTY, OHIO—\$53,000.00.

COLUMBUS, OHIO, August 13, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3505.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS
DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR IN HARRI-
SON AND CARROLL COUNTIES—DEAN F. ROBERTS.

COLUMBUS, OHIO, August 13, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted a bond in the penal sum of Five Thousand Dollars (\$5000.00), upon which the name of Dean F. Roberts appears as principal and the name of the National Surety Company appears as surety. Said bond is