

118.

APPROVAL — CANAL LAND LEASE, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, TO WILLIAM JOEST, DESIGNATED OHIO CANAL PROPERTY, "SPOIL EMBANKMENT", FAIRFIELD COUNTY, OHIO, PROXIMITY BALTIMORE, RIGHT TO OCCUPY AND USE FOR COTTAGE SITE AND GARDENING PURPOSES.

COLUMBUS, OHIO, February 9, 1939.

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

DEAR SIR: You recently submitted for my examination and approval a certain canal land lease in triplicate executed by you as Superintendent of Public Works and as Director of said department to one William Joest of Millersport, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$12.00, there is leased and demised to the lessee above named the right to occupy and use for cottage site and gardening purposes, that portion of the state land known as the "Spoil Embankment" of the Ohio Canal, in Section 4, Town 16, Range 18, Fairfield County, Ohio, lying between what is commonly known as the County Road leading to Baltimore, Ohio, and the Ohio Canal that is included in the south half of Lot No. 9, and the North half of Lot No. 10, of the State's Spoil Embankment, south of Refugee Road, and having a frontage in aggregate of one hundred feet, measured along the easterly line of the county road.

This lease is executed under the general authority conferred upon you by section 13965, General Code, and under the more special provisions of the Act of June 7, 1911, 102 O. L., 293, as amended by the later act of the 88th General Assembly passed April 5, 1929, 113 O. L., 524. By this later act, municipalities and owners of abutting property, in the order named, are given prior rights with respect to the lease of canal lands abandoned by said act which are located in the municipality. In this situation, I assume, with respect to the lease here in question, that no owner of abutting property other than the lessee above named has now pending any application for the lease of this property which would make this lease to William Joest in any respect illegal.

With this assumption I 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 statutory provisions above referred to and with other statutes relating to leases of this kind. And since it appears that this lease has been executed by you as Superintendent of Public Works and as Director of said department, and by William Joest, the

lessee therein named, in the manner provided by law, I am approving this lease as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

THOMAS J. HERBERT,
Attorney General.