

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

1953÷75, of W. J. Slavin's survey of said canal property, twelve hundred and sixty-five (1265') feet, westerly, as measured along the transit line of said survey to a line drawn through station 1966÷40, and containing one and nine-tenths (1.9) acres, more or less.

This lease, which is one executed by you under the general authority conferred upon you as Superintendent of Public Works by section 464, General Code, and by the more special provisions of an Act of the 88th General Assembly enacted April 19, 1929, 113 O.L., 524, has been properly executed by you in your official capacity as above stated and by said Stinson Detty, the lessee therein named.

The Act of the legislature above referred to confers prior rights upon the owners of abutting property with respect to the lease of canal lands abandoned by said Act provided application for such lease is made within one year from the effective date of the Act. Although this lease does not contain any recital to this effect, I assume that no application for the lease of the above described parcel of abandoned Ohio Canal land has been made within the time prescribed by law and that you have, therefore, the authority to execute this lease to the lessee therein named. On this assumption, I find that the terms and provisions of this lease and the conditions and restrictions therein contained are in conformity with said Act and with other statutory provisions 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,

HERBERT S. DUFFY,  
*Attorney General.*

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821.

APPROVAL—CANAL LAND LEASE EXECUTED BY THE  
STATE OF OHIO TO ONE E. H. KINGSLEY OF LUCAS-  
VILLE, 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