

Company's Molasses Railway switch track; the net area being 3940 square feet, more or less."

The lease here in question, which is one having a term of fifteen years, calling for an annual rental of \$408.60 is executed by you under the authority of Sections 13965 et seq., General Code.

Upon examination of the provisions of said lease, I find that the same, with the exception of that for the renewal of the lease, which may be disregarded, is in conformity with the sections of the General Code, above noted, and with other statutory provisions relating to leases of this kind.

Said lease is therefore approved by me as to legality and form as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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2802.

APPROVAL, LEASE TO OHIO CANAL LANDS IN THE CITY OF AKRON, OHIO, FOR THE USE OF THE QUAKER OATS COMPANY, AKRON, OHIO, FOR GENERAL INDUSTRIAL AND BUSINESS PURPOSES.

COLUMBUS, OHIO, January 7, 1931.

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

DEAR SIR:—You have this day submitted for my examination and approval, a certain canal land lease in triplicate executed by the State of Ohio to you as Superintendent of Public Works, by which there is leased and demised to the Quaker Oats Company, a New Jersey corporation, doing business in this state, the right to use and occupy for general industrial and business purposes, a certain parcel of Ohio Canal lands in the city of Akron, Ohio, which parcel of land is more particularly described as follows:

"That portion of the State Canal property of sufficient width (18 feet), for a single track railway, as now located, in the city of Akron, Summit County, Ohio, commencing at a point on the east side of the Ohio Canal in said city, opposite Station 1818 of G. F. Silliman's survey of the Ohio Canal through said city, and running thence southwesterly to the northeast corner of Lock No. 6 of said Ohio Canal; thence crossing the canal diagonally across said Lock No. 6 to a point opposite Station 1821 of Silliman's survey, being about two hundred (200) feet intersecting and overlapping the main line of the railway right-of-way leased by the State of Ohio to Glen Brown by lease dated April 27, 1916, which lease is now owned by The Canal Belt Railroad Company, and being the State Canal land now occupied by The Quaker Oats Company's Molasses Switch Track, and containing approximately thirty-six hundred (3600) square feet, more or less."

The lease here in question, which is one having a term of fifteen years, calling for an annual rental of \$378.00 is executed by you under the authority of Sections 13965 et seq., General Code.

Upon examination of the provisions of said lease, I find that the same, with the exception of that for the renewal of the lease, which may be disregarded, is in conformity with the sections of the General Code, above noted, and with other statutory provisions relating to leases of this kind.

Said lease is therefore approved by me as to legality and form, as is evidenced by my approval endorsed upon said lease, and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

2803.

APPROVAL, LEASE TO ABANDONED CANAL LANDS IN THE CITY OF  
DEFIANCE, OHIO—W. M. BOWEN—SIMON P. PATTEN.

COLUMBUS, OHIO, January 7, 1931.

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

DEAR SIR:—You have this day submitted for my examination and approval, a certain canal land lease in triplicate, executed by the State of Ohio, through you as superintendent of public works, by which there is leased and demised to W. M. Bowen of Hicksville, Ohio, and Simon P. Patten of Defiance, Ohio, for a term of ninety-nine years, renewable forever, a certain parcel of abandoned Miami and Erie Canal lands located in the city of Defiance, Ohio, and more particularly described as follows:

“Beginning at a point in the easterly line of said canal property that is sixty-six (66) feet north of the northerly line of Fourth Street in said city, and being the northeast corner of a tract of land leased Byron G. Beatty, under date of December 10, 1928, and running thence westerly parallel with the northerly line of Fourth Street, ninety-four (94) feet to the northwesterly corner of the said Beatty lease; thence northerly parallel with the easterly line of said canal property sixty-six (66) feet, more or less, to the southerly line produced of the alley between Lots Nos. 109 and 110 in said city; thence easterly with said southerly line of said alley produced ninety-four (94) feet, more or less, to the easterly line of said canal property; thence southerly with said easterly line sixty-six (66) feet, more or less, to the place of beginning, excepting therefrom a tract of land 20x30 feet out of the easterly part of the above described property, and sold to C. P. Harley, et al., February 1, 1895, said tract of land containing five thousand six hundred and four (5604) square feet, exclusive of said exception.”

By said lease there is granted to the lessees therein named, the right to locate within the old lock wall, a gasoline storage tank, and also the right to have ingress to and egress from the demised parcel of land over the fourteen foot driveway along the easterly side of what is known as the King and Fink lease in said city. There is also given to said lessees the right of ingress and egress over a sixteen foot driveway over the westerly side of a lease granted to King and Fink by lease under date of October 1, 1926.

Upon examination of the provisions of said lease, which lease is one calling for an annual rental of eighty-four dollars for the first fifteen year term of said lease,