

is very evident that the city of Toledo does not intend to pay the rental and the county commissioners have also declined to pay the rental as they have accumulated."

Inasmuch as the deed of the State of Ohio by which the canal lands here in question were conveyed to the city of Toledo contained a provision as required by the act of the General Assembly authorizing the execution of the same, excepting from the operation of said deed the rights of owners under then existing leases of said canal lands, and inasmuch as said act by its terms provided that the conveyance of said canal lands to the city of Toledo by such deed should be subject to the rights of the owners of such then existing leases, the lease here in question was in no wise affected by the conveyance of these canal lands to the city of Toledo by said deed; and since the act of the General Assembly under the authority of which said deed was executed did not provide for an assignment of the state's rights under said lease to the city of Toledo, or otherwise require the lessees named in the then existing leases of said canal lands to attorn to the city of Toledo with respect to the payment of rentals under such leases, the lease here in question is in my opinion a valid and subsisting lease upon which the State of Ohio is entitled to recover from the board of county commissioners of Lucas County the rentals therein provided for as they become due and payable.

However, touching the question presented in your communication as to your right and authority to cancel this lease, it will be noted that the lease itself provides that if the board of county commissioners of Lucas County, the lessee therein named, shall violate the terms of said lease, the same, at the option of the lessor, the State of Ohio, shall cease and determine; and it is further in said lease provided that if any installments of rent agreed to be paid by said lessee under the terms of said lease shall not be paid at the time the same shall fall due or within ten days thereafter, whether a demand therefor shall be made or not, then said lease shall at the option of the Superintendent of Public Works become null and void as against the State of Ohio. Inasmuch as on the facts stated in your communication the board of county commissioners of Lucas County has violated the terms of this lease by neglecting and refusing to pay the installments of rent due and payable under said lease, I am of the opinion that you are authorized to cancel said lease if you so desire, by making the necessary finding of facts as to the violation of the terms of said lease by the board of county commissioners of Lucas County.

Respectfully,
GILBERT BETTMAN,
Attorney General.

711.

APPROVAL, BONDS OF CITY OF CUYAHOGA FALLS, SUMMIT COUNTY—\$19,000.00.

COLUMBUS, OHIO, August 7, 1929.

Industrial Commission of Ohio, Columbus, Ohio.