

Upon examination of this lease I find that the same has been properly executed by you as Superintendent of Public Works as Director of said department and by the Division of Conservation acting by and through the Conservation Commissioner pursuant to a resolution of the Conservation Council adopted September 28, 1932.

Assuming, as I must, that no application for the lease of the parcel of abandoned canal land above described has been made by any corporation or person having prior rights with respect to the lease of this property under Section 8 of said Amended Substitute Senate Bill 72, I find that this lease and the provisions and conditions thereof are in conformity with said act of the 89th General Assembly and with other statutes relating to the execution of leases of this kind. I am accordingly approving this lease as to legality and form 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,

GILBERT BETTMAN,
Attorney General.

4748.

APPROVAL, LEASE FOR RIGHT TO INSERT PIPE INTO LEVEL OF
MIAMI AND ERIE CANAL ABOVE LOCK NO. 12 IN CITY OF ST.
MARYS, OHIO—CRANE AND McMAHON, INC.

COLUMBUS, OHIO, November 17, 1932.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval, a certain lease in triplicate by the terms and provisions of which there is granted to Crane and McMahon, Inc., of St. Marys, Ohio, the right to insert a three inch pipe into the level of the Miami and Erie Canal above Lock No. 12, in the City of St. Marys, Ohio, and to take therefrom such water as may be needed by said lessee for the purpose of generating steam for a period of five years from November 1, 1932, for the use of the water taken by the means and for the purpose above stated. The lessee is to pay to the State of Ohio the sum of Two Hundred Sixteen (\$216.00) Dollars annually during the term of said lease, such payments to be made semi-annually, on the first days of May and November of each year.

Upon examination of this lease I find that the same has been properly executed by you and Crane and McMahon, Inc., and by Thomas A. White, its president, acting pursuant to the authority of a resolution of the board of directors of said company.

This lease is executed by you pursuant to the authority conferred upon you by Sections 433 and 14009 of the General Code; and upon examination of the terms and provisions of this lease I find the same to be in conformity with said sections of the General Code. I am accordingly approving this lease as to legality and form, 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,
GILBERT BETTMAN,
Attorney General.

4749.

APPROVAL, CONTRACTS FOR ROAD IMPROVEMENTS IN OTTAWA
AND JEFFERSON COUNTIES, OHIO.

COLUMBUS, OHIO, November 17, 1932.

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

4750.

APPROVAL, LEASE TO OHIO CANAL LANDS IN VILLAGE OF HEBRON,
LICKING COUNTY, OHIO, FOR GENERAL BUSINESS BUILDING
PURPOSES—F. B. FAIRCHILD AND W. T. STARR.

COLUMBUS, OHIO, November 17, 1932.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a certain canal land lease in triplicate executed by you, in your official capacity as Superintendent of Public Works and as Director of such department, by which lease there is granted to F. B. Fairchild and W. T. Starr of Cambridge, Ohio, the right to occupy and use for a term of fifteen years a certain parcel of abandoned Ohio Canal lands situated in the Village of Hebron, Licking County, Ohio. This parcel of land, which under the terms of the lease is to be used for general business building purposes, is more particularly described in the lease as follows:

“Beginning at the point of intersection of the easterly line of said canal property and the southerly line of Main Street in said Village, and running thence southwesterly with the southeasterly line of said canal property, one hundred forty-five (145') feet, thence northwesterly at right angles to said southeasterly line thirty-five (35') feet; thence northeasterly at right angles and parallel to said southeasterly line one hundred fourteen (114') feet, more or less, to the southerly line of Main Street; thence northeasterly with the southerly line of Main Street, forty-eight (48') feet, more or less, to the place of beginning, and containing four thousand five hundred and thirty-two (4,532) square feet, more or less.”

Upon examination of this lease, I find that the same has been properly executed by you and by the lessees above named and that the terms and pro-