

that in a minor case wherein a defendant advances money to a stenographer for taking a record of the proceedings before a magistrate, and on error proceedings final judgment is entered discharging said defendant, and ordering the state to pay the costs, said defendant is not entitled to reimbursement for such an advancement.

Respectfully,
EDWARD C. TURNER,
Attorney General.

176.

APPROVAL, BONDS OF CITY OF MANSFIELD, RICHLAND COUNTY,
OHIO—\$9,400.00.

COLUMBUS, OHIO, March 12, 1927.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

177.

APPROVAL, LEASES, MIAMI AND ERIE CANAL, OHIO CANAL, PORT-
AGE LAKES, BUCKEYE LAKE AND INDIAN LAKE.

COLUMBUS, OHIO, March 12, 1927.

Department of Highways and Public Works, Division of Public Works, Columbus, Ohio.

GENTLEMEN:—I am in receipt of your letter dated February 18, 1927, in which you enclose the twenty-eight leases hereinafter described, executed in triplicate, for my approval:

MIAMI & ERIE CANAL	Valuation.
H. B. Carver, land lease.....	\$600 00
Columbia Gas Supply Co., gas main.....	300 00
Columbia Gas Supply Co., gas main.....	300 00
C. C. Kuhn, land lease.....	300 00
Logan-Long Co., land lease.....	250 00
Hamby Parkison, land lease.....	250 00
Wm. F. Pixler, land lease.....	416 67
Margaret Puhl, land lease.....	200 00
Stearns & Foster Co., land lease.....	1,000 00
Union Gas & Electric Co., gas main.....	600 00
Union Gas & Electric Co., gas main.....	300 00
R. T. Whitaker, land lease.....	400 00

OHIO CANAL	Valuation.
C. R. Dill, land lease.....	\$300 00
East Ohio Gas Co., gas main.....	300 00
Geo. M. Gray, land lease.....	300 00
Fred V. Stewart, land lease.....	150 00
N. T. Weldon, land lease.....	750 00

PORTAGE LAKES	Valuation.
F. R. Crawford, boat house and landing.....	\$150 00

BUCKEYE LAKE	Valuation.
Albert E. Sartain, cottage site.....	\$400 00
Joe and Sarah Seiber, cottage site.....	400 00

INDIAN LAKE	Valuation.
Charles H. Johnson, cottage site.....	\$200.00
S. W. Lyon, cottage site.....	600 00
Callie A. Middleton, cottage site.....	400 00

I have carefully examined the above leases, and finding them correct in form and legal, I hereby approve the same.

I am unable to approve the following described leases for the reasons indicated, and I am therefore returning the same without my approval endorsed thereon:

MIAMI & ERIE CANAL	Valuation.
Chamber of Commerce, village of Maumee, Ohio, land lease.....	\$200 00

No showing is made as to whether or not the Chamber of Commerce of the village of Maumee is a corporation or a voluntary association. If it be a corporation, evidence of this fact and a copy of the resolution of the board of directors authorizing the proper officers to execute the lease in question should be submitted. While I appreciate that the amount of rental to be paid is small, yet I note that the lease gives permission to construct and maintain a dam, with the understanding that said dam shall be removed and the channel of the canal restored to its original condition at the termination of the lease. It is therefore important that the state know with whom it is dealing and that the lessee is a responsible organization against which action to compel compliance with this and other terms of the lease could be maintained.

OHIO CANAL	Valuation.
Ohio Central Gas Company, gas main.....	\$200 00

I am unable to approve the foregoing lease for the reason that there is no resolution attached showing authority of the board of directors authorizing and directing the president of the company to enter into the lease. Section 5 of Article IV of the by-laws of the company is not sufficiently broad to authorize the president to enter into a lease of this nature. I further find that the original of this lease, in triplicate, contains the signature of only one witness to the signature of the president of the company.

OHIO CANAL	Valuation.
Ohio Fuel Gas Company, gas pipe line.....	\$200 00

I am unable to enter my approval upon this lease for the reason that there is nothing to indicate any action of the board of directors of this company authorizing and directing the proper officers to enter into the lease in behalf of the company. I have examined Section 1 of Article VI of the by-laws attached to this lease and do not find that this section of the by-laws is sufficiently broad to permit the vice-president of the company to enter into the lease as binding upon the company.

OHIO CANAL	Valuation.
Southern Ohio Public Service Company, water lease.....	\$38,333 34

It will be noticed that at the bottom of page 2 of this lease there is a statement providing for "annual rentals as follows: * * * ." Then follows the fixing of the rental for each year for fifteen years. For the balance of the term, to wit, ten years, there is no provision for a fixed rental made, the clause making provision for a rental being as follows:

" * * * at which date the annual rental for the remaining ten year period shall be determined by proper state authority and thereafter the semi-annual collections of rental shall be made at the new rate; * * * "

Section 412-5 of the General Code provides, in part:

" * * * for a certain price or rental for the water furnished to or used by such grantees, lessees or their assigns, to be paid quarterly, semi-annually or annually as he may deem advisable."

This section contemplates that the rental be a certain and definite price per year during the term of the lease. If the lessee does not care to bind itself as to the amount of the rental to be paid for a longer period than fifteen years, I see no reason why the lease should be made for a longer period of time.

PORTAGE LAKE	Valuation.
W. E. Henry, landing and walkway.....	\$100 00

I am returning the foregoing lease to you without my approval for the reason that you have, through oversight, failed to sign the original of the leases in triplicate. The twenty-eight leases above described are herewith returned.

Respectfully,
EDWARD C. TURNER,
Attorney General.