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APPROVAL—OIL AND GAS LEASE, STATE OF OHIO, THROUGH SUPERINTENDENT OF PUBLIC WORKS, WITH THE PURE OIL COMPANY, COLUMBUS, OHIO, TERM TEN YEARS, ROYALTY AS DESIGNATED, TWO TRACTS, ABANDONED OHIO CANAL LANDS, LICKING TOWNSHIP, MUSKINGUM COUNTY, OHIO.

COLUMBUS, OHIO, March 21, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval an oil and gas lease in triplicate executed by you as Superintendent of Public Works, acting for and on behalf of the State of Ohio, to The Pure Oil Company of Columbus, Ohio.

This lease, which is one for a stated term of ten years and which provides for the credit to the State of Ohio of a royalty of one-eighth of the oil and gas produced by the lessee on the premises demised, leases and demises to the lessee above named two tracts of abandoned Ohio Canal lands in Licking Township, Muskingum County, Ohio, which tracts of land are more particularly described as follows:

*Tract No. 1.* Commencing at a line drawn at right angles across the Ohio Canal along the line, produced, that forms the boundary line on the east side of the Ohio Canal, between lands formerly owned by Mrs. J. H. Finan and lands formerly owned by Samuel Frazier, which line is at Station 1307+72, of Bruce Doughton's Survey of the abandoned Ohio Canal, through Muskingum County, Ohio, as shown by Plat No. 119, of said survey, made under the direction of the State Board of Public Works in 1912, and extending thence southerly, including the full width of the bed and embankments of said canal, a distance of seventeen hundred and sixty (1760') feet to Station 1325+32 of said survey and containing three and seven-tenths (3.7) acres, more or less.

*Tract No. 2.* Commencing at Station 1483+31.5 of Bruce Doughton's Survey of the abandoned Ohio Canal through Muskingum County, Ohio, made under the direction of the State Board of Public Works of Ohio in 1912, and extending thence northwesterly over and along said abandoned Ohio Canal, including the full width thereof, seven-

teen hundred and sixty (1760') feet to the westerly line of lands owned by Thomas S. O'Bannon, and containing four (4) acres, more or less.

The lease here under consideration is one executed by you as Superintendent of Public Works under the constitutional and statutory authority vested in you as such officer as successor to the Board of Public Works and under the provisions of Section 13970, General Code, which, among other things, provides as follows:

"The said commission, the board of public works and the chief engineer of the public works may also lease to any person, natural or artificial, for the following purposes, any tract of land or part thereof, owned by this state, and the berme bank and (the) outer slope of the towing path embankment along any of the canals, basins and reservoirs and the land within any of said basins and reservoirs owned by this state, for the purpose of drilling therein for oil, and gas to be conveyed or transported therefrom. Such lease to be granted for a period not exceeding ten years, with the full power to contract and determine as to the conditions, terms, and the amount the state shall receive for the purposes specified in such lease or leases, and the lease therefor shall be prepared as in other cases."

The lease here under consideration is a renewal of a like lease executed to The Pure Oil Company under date of March 7, 1928; which lease, it appears, was a renewal of an original lease executed to The Columbus Oil and Fuel Company under date of April 18, 1916, which was thereafter assigned to The Ohio Cities Gas Company and then to The Pure Oil Company. Both of the former leases of this property are referred to in the present proposed lease; and it is therein provided that The Pure Oil Company as the lessee therein named shall have the right to continue its use and occupancy of the two tracts of Ohio Canal lands, above described, for the production of oil and gas upon the same terms, conditions and restrictions as are set out in the original lease for oil and gas production purposes, that was granted by the State of Ohio to The Columbus Oil and Fuel Company by said lease under date of April 18, 1916, "except that second party will not be required to drill any additional wells, although hereby authorized to do so, upon the canal lands herein described, also excepting and reserving to the party of the first part the right to grant rights-of-way for pipe lines and pole lines to

other parties, providing the same are installed and maintained so as not to materially interfere with the rights of the second party hereto for the production of oil and gas." And in this connection, it is further provided in this lease "that the terms, conditions and restrictions recited in the lease granted by the State of Ohio to The Columbus Oil and Fuel Company of Columbus, Ohio, under date of April 18, 1916, shall be in full force and effect as to this lease in so far as the same are applicable, except as herein modified, the same as if written herein and made a part hereof."

Upon examination of this lease, as well as the former oil and gas leases therein referred to, I find that the lease here under consideration is in substantial conformity with the above quoted and other provisions of Section 13970, General Code. And inasmuch as it appears that this lease has been properly executed by you as Superintendent of Public Works, acting for and in the name of the State of Ohio, and by The Pure Oil Company, acting by the hand of one H. J. Lowe, Manager of said Company, acting pursuant to the authority of a resolution of its Board of Directors, I am 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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APPROVAL—CONTRACT AND BOND, STATE OF OHIO THROUGH ADJUTANT GENERAL AS DIRECTOR OF STATE ARMORIES, WITH THE OHIO STATE CONSTRUCTION COMPANY, COLUMBUS, OHIO, CONSTRUCTION AND COMPLETION, OHIO STATE WAREHOUSE, CAMP PERRY, OHIO, TOTAL EXPENDITURE, \$3,972.00.

COLUMBUS, OHIO, March 21, 1938.

HON. EMIL F. MARX, *Adjutant General of Ohio, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between The Ohio State Construction Company of Columbus, Ohio, and the State of Ohio, acting by and through Emil F. Marx,