

tees of each township or the proper officer of each city therein, respectively, shall afford at the expense of such township or municipal corporation public support or relief to all persons therein who are in condition requiring it. It is the intent of this act (G. C. Sections 3476 et seq.) that townships and cities shall furnish relief in their homes to all persons needing temporary or partial relief who are residents of the state, county and township or city as described in sections 3477 and 3479. Relief to be granted by the county shall be given to those persons who do not have the necessary residence requirements, and to those who are permanently disabled or have become paupers and to such other persons whose peculiar condition is such they can not be satisfactorily cared for except at the county infirmary or under county control. When a city is located within one or more townships, such temporary relief shall be given only by the proper municipal officers, and in such cases the jurisdiction of the township trustees shall be limited to persons who reside outside of such a city."

The section above quoted expressly provides that township trustees shall furnish relief in their homes to all persons needing temporary or partial relief who are residents of the state, county and township as described in Sections 3477 and 3479, General Code. Section 3477 defines legal settlement.

Under these sections it is necessary for one to have resided for a period of twelve months in the township or municipal corporation without public relief in order to acquire legal settlement.

While you do not so state, it will be assumed for the purpose of this opinion that the party to whom you refer has such a legal settlement.

In view of the foregoing and upon the facts stated and assumed, it is my opinion that it is the duty of the township trustees of Freedom Township, Wood County, Ohio, to furnish the child to whom you refer with proper glasses so as to enable her to attend school.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1602.

APPROVAL, LEASE FOR RIGHT TO LAY SEWER PIPE FOR DRAINAGE PURPOSES ALONG OHIO CANAL IN LICKING COUNTY—PURE OIL COMPANY, COLUMBUS, OHIO.

COLUMBUS, OHIO, March 10, 1930.

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

DEAR SIR:—You have submitted for my examination and approval a certain lease indenture executed by you as Superintendent of Public Works, by which there is leased to The Pure Oil Company, of Columbus, Ohio, for a term of fifteen years, the right to lay and maintain a sewer pipe for drainage purposes across and under the bed and banks of the abandoned Ohio canal at a point northeasterly from the northerly line produced of the public road commonly known as the Union Station Road, at Station 262+80 of the Heiby Survey of said Ohio canal property.

This lease is one calling for an annual rental of twelve dollars, the same being six per cent of the valuation of the land leased.

I have carefully examined the provisions of said lease and find the same to be in substantial compliance with Sections 13955, et seq., Section 464 and other sections of the General Code 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.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1603.

APPROVAL, LEASE TO OHIO CANAL LANDS IN CITY OF AKRON,
SUMMIT COUNTY—QUAKER OATS COMPANY.

COLUMBUS, OHIO, March 10, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your communication of recent date submitting for my examination and approval a certain lease indenture executed by you as Superintendent of Public Works and as director of said department by which there is leased and demised to the Quaker Oats Company of Akron, Ohio, for a term of fifteen (15) years, certain tracts of Ohio canal lands in the city of Akron for general business and railway switch-track purposes. The tracts of land covered by said lease are as follows:

Tract No. 1—Being all of that portion of said canal property lying between the southerly line of Ash Street in said city, and the northerly line of a lease granted to Hugh M. Eaton, of Akron, Ohio, under date of January 18, 1928, said northerly line of the said Eaton lease being a line drawn at right angles to the transit line of the G. F. Silliman survey of said canal property through a point 125 feet northerly, as measured along the center line of said canal from the northerly line of Bowery and Quarry Streets in said city. The area of the above described portion of said canal property being 30,625 square feet, more or less.

Tract No. 2—Permission to construct, maintain and operate a single track railway over a 12-foot strip of said canal land beginning at a point in the westerly line of said lease granted to The Baltimore and Ohio Railroad Company under date of March 26, 1924, and 125 feet north of the north line of Ash Street in said city, and running thence south-westerly over said canal channel and across Ash Street to the southerly line thereof and containing 2100 square feet, more or less.

The lease here in question which is for an aggregate annual rental of two thousand and twenty dollars (\$2,020.00), payable semi-annually, is as to both of the tracts of land above described, subject to the exceptions and conditions therein provided for.

A careful examination of the provisions of this lease shows that the same complies in all respects with the provisions of Sections 13,965 et seq., 464 and