

erected by the state, except where the supervision and maintenance thereof is otherwise provided for by law."

However, the proviso terminating paragraph number 7 is explicit, and it cannot be questioned but that, by the act entitled "An act to provide for the creation of an Ohio revolutionary memorial," the supervision and maintenance of the Ohio Revolutionary Memorial State Park is provided for by law otherwise than through the instrumentality of the department of public works.

Specifically answering your question, I am of the opinion that:

1. Custody and management of the Ohio Revolutionary Memorial State Park is in the Ohio Revolutionary Memorial Commission. This custody and management may continue until completion of all the work authorized by the act entitled "An act to provide for the creation of an Ohio revolutionary memorial," (113 O. L. 547), at which time the commission must deliver the property to the Ohio State Archaeological and Historical Society which thereafter shall have the care, custody, supervision and management of said property for the state; however, before the completion of its work, the commission may, if it deems it advisable, turn over to said society, the custody and management of this property.

2. During the period of the jurisdiction of the commission, it may employ a caretaker.

3. The commission may proceed at once to actualize the constructive and developmental program authorized by Section 5 of said act.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2339.

APPROVAL, FOUR RESERVOIR LAND LEASES TO LAND AT BUCKEYE LAKE, LAKE ST. MARYS, EAST RESERVOIR AND LAKE LORAMIE.

COLUMBUS, OHIO, September 15, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your recent communication over the signature of Frank G. Adams, Chief of the Bureau of Inland Lakes and Parks, submitting for my examination and approval, certain reservoir land leases in triplicate, executed by the State of Ohio through the Conservation Commissioner, as follows:

<i>Buckeye Lake</i>	<i>Valuation</i>
C. L. Cusic, cottage site, boat house and dock landing purposes.....	\$ 800 00
Harvey R. Walker, residence and agricultural purposes.....	1,000 00
<i>Lake St. Marys</i>	
Wilbur Mallory, commercial dock landing purposes, etc.	1,000 00
<i>East Reservoir</i>	
A. H. Wagner, boat house dock landing and walkway purposes....	100 00
<i>Lake Loramie</i>	
Edward C. Luthman, pasturage purposes.....	1,000 00

I have examined said leases and find that with the exception of the Lake Loramie land lease, they are in conformity with the provisions of Section 471, General Code, and other pertinent statutory provisions relating to leases of this kind.

Upon further examination, I find that the Lake Loramie land lease is properly in conformity to Section 472-1, General Code, and other statutory provisions relating to leases of that kind.

I note that none of the leases have been dated, and assume that this will be attended to after the approval of the Governor is endorsed thereon.

Finding all of the above leases correct in form, and legal, I am returning the same to you with my approval endorsed on the triplicate copies.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2340.

APPROVAL, WARRANTY DEED TO LANDS OF IRENE B. ROSS IN THE
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, September 15, 1930.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN :—There has been submitted for my examination and approval certain warranty deeds and encumbrance estimate No. 631, relating to the proposed purchase by the State of Ohio of a certain parcel of real property situated in the city of Columbus, Franklin County, Ohio, and being more particularly described as the south half of fractional inlot One Hundred twenty-two (122) in the city of Columbus, as the same is numbered and delineated on the recorded plat thereof in Deed Book F, page 332, Recorder's Office, Franklin County, Ohio.

Upon examination of the abstract of title submitted, I find that one Irene B. Ross, a widow, has a good and indefeasible fee simple title to the above described property, subject to the encumbrance of a lease for the term of ninety-nine years, renewable forever, executed and delivered by said Irene B. Ross under date of June 27, 1923, to The Van Sickle Realty Company, a corporation organized under the laws of the State of Ohio for the purpose of buying, selling, leasing and dealing in real estate.

The title by which said Irene B. Ross and The Van Sickle Realty Company own and hold said above described parcel of real property is subject to a lease of said property executed by The Van Sickle Realty Company to one G. S. Frambes under date of March 21, 1928, and to a sub-lease of a part of said property executed by said G. S. Frambes to The White Castle System of Eating Houses Corporation, under date of April 20, 1929. The lease of said property executed by The Van Sickle Realty Company to G. S. Frambes contains the provision that it is "understood that in the event said premises shall be sold or condemned for public use, this lease shall terminate." It follows that by reason of this provision in said lease the same will terminate when the transaction for the purchase of this property by the State of Ohio is consummated by the successive deliveries of deeds from said Irene B. Ross and The Van Sickle Realty Company. The lease from G. Stark Frambes to The White Castle System of Eating Houses Corporation, which is one for a stated term of three years and eleven months from the first day of May, 1929, does not contain any terms providing for the termination of said lease upon the sale or condem-