

being part of the northeast quarter of Section 11, township 8 south, range 4 east, Shelby County, Ohio.

Upon examination of the terms and provisions of said lease, I find the same to be in proper form and to be such as is authorized by the pertinent statutory provisions of this state.

However, I find that said lease has not been signed by the lessee, Henry Goll and Company, in such manner as to show that said lease has been legally executed by and on behalf of said lessee. If said Henry Goll and Company is a corporation, the directors of said corporation should adopt a resolution authorizing some designated officer or officers of said corporation to execute said lease in the name of such corporation, and a copy of such resolution, together with the minutes of the meeting of the board of directors, should be attached to and made a part of said lease and of the duplicate and triplicate copies thereof. The lease should then be executed by the officer or officers designated in the name of said corporation and in the manner directed by such resolution. If such corporation has a seal, the impress of the same should be made on said lease and copies.

If the lessee named in this lease is a partnership, that fact should appear and if it is desired that said lease be taken by said partnership in its partnership name, the lease should be likewise signed by all of the partners or in such manner to show affirmatively that the particular partner signing the lease is authorized to do so on behalf of said partnership and in such partnership name.

In this connection, it may be noted further that if the lessee is an individual doing business as Henry Goll and Company, that fact should appear in the execution of the lease, and the lease should in such case be signed: "Henry Goll and Company, by, doing business as Henry Goll and Company".

For the reasons above stated, said lease and the duplicate and triplicate copies thereof are herewith returned without my approval.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3111.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ROLLIE B. COCHRANE
AND LILLIAN B. COCHRANE, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1931.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval an abstract of title certified by the abstractor under date of March 26, 1931, relating to a certain parcel of real estate located in the city of Columbus, Franklin County, Ohio, and being more particularly described as the north half of 65 feet off of the south end of inlet No. 126 in said city, as said lot is numbered and delineated upon the recorded plat thereof, of record in Deed Book "F", page 332, Recorders' Office, Franklin County, Ohio.

From an examination of said abstract of title made by me, I find that one Rollie B. Cochrane and Lillian B. Cochrane, his wife, as tenants in common, have a good and indefeasible fee simple title to the above described property, free and clear of all incumbrances except the taxes and special assessments thereon.

As to the taxes on said property, it appears that the taxes for the last half of the year 1930, amounting to \$178.42, are unpaid and are a lien.

With respect to the special assessments on the property above described, it appears from the abstract that the last installment of the assessment levied for the improvement of Front Street, amounting to the sum of \$51.03, will be due and payable in June, 1931. Said assessment, to the extent of the balance above noted, is a lien upon said property. There is likewise an unpaid assessment for the construction of the lighting improvement on Front Street in the sum of \$270.80. This assessment is likewise a lien upon said property.

In addition to the tax and the special assessment liens and incumbrances above mentioned, it may be noted that the above described property, so far as the same may be used in connection with the contiguous parcel of real estate now owned by Rollie B. Cochrane and Lillian B. Cochrane, is subject to the adverse rights existing in the party wall constructed under the party wall agreement referred to in Opinion No., forwarded to you under even date herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3112.

APPROVED, ABSTRACT OF TITLE TO LAND OF ROLLIE B. COCHRANE
AND LILLIAN B. COCHRANE, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1931

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval an abstract of title relating to a certain parcel of real estate located in the city of Columbus, Franklin County, Ohio, the same being a part of inlot No. 126, as said lot is numbered and delineated upon the recorded plat thereof, recorded in Deed Book "F", page 332, Recorder's Office, Franklin County, Ohio, and said parcel being bounded and described as follows:

Beginning at a point in the east line of said inlot 126, 65 feet north of the southeast corner thereof; thence north along the east side of said inlot 32½ feet; thence westerly on a line parallel with the south line of said inlot 62½ feet to the west line thereof; thence south along the west line of said inlot, 32½ feet to a point; thence east on a line parallel with the south line of said lot 62½ feet to the place of beginning.

Upon examination of said abstract of title, I find that one Rollie B. Cochrane and Lillian B. Cochrane, his wife, as tenants in common of said property, have a good and indefeasible fee simple title to the above described property, subject to such rights as the owner or owners of the real property located in the northeast corner of said inlot 126 and contiguous to the above described property here under investigation for a distance of about 32 feet back from the east line of said property, may have in and to a party wall erected upon the line between said properties and extending over a distance of about 18 inches on the property here under investigation; which party wall was erected pursuant to an agreement made and entered into under date of July 16, 1906, by and between one Annie Carlisle, a former owner of the property here under investigation, and one Emma Kremer, a former owner of said contiguous property.

The title of said Rollie B. Cochrane and Lillian B. Cochrane in and to the above