

Department of Public Works and The Toledo and Cincinnati Railroad Company. This lease is being assigned by the Superintendent of Public Works, as Director thereof, to the City of Dayton, Ohio, pursuant to the provisions of House Bill No. 162, passed by the 86th General Assembly on the 25th day of March, 1925, and found in 111 Ohio Laws, at pages 208 to 214, both inclusive.

Finding that the assignment of said lease is being made pursuant to law and that the same is in proper legal form, I have entered my approval thereon.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

2147.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND HOWELL AND THOMAS, CLEVELAND, OHIO, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH AUDITORIUM AT OHIO UNIVERSITY, ATHENS, OHIO, AT AN EXPENDITURE OF \$2,875.00.

COLUMBUS, OHIO, May 22, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a contract between the State of Ohio, acting by and through the Department of Public Works, for and on behalf of the Board of Trustees of Ohio University, Athens, Ohio, and Howell and Thomas, of Cleveland, Ohio, for architectural services in connection with auditorium equipment at said university, and providing for compensation to the architect in an amount equal to 5¼% of the amount paid out by the State of Ohio under and on account of contracts entered into by the state for the construction of said improvement.

You have also submitted evidence showing that the Controlling Board has duly consented to and approved the expenditure of the amount appropriated, as required in Section 12 of House Bill No. 502. You have further submitted an encumbrance estimate, bearing No. 3654, in the sum of \$2,875.00, and bearing the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to pay the same.

Finding said contract in proper legal form, I have endorsed my approval thereon and hereby return the same to you herewith, together with all other papers submitted in this connection.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

2148.

APPROVAL, 2 GAME REFUGE LEASES.

COLUMBUS, OHIO, May 23, 1928.

*Department of Agriculture, Division of Fish and Game, Columbus, Ohio.*

GENTLEMEN:—I have your letter of recent date in which you enclose the following Game Refuge Leases, in duplicate, for my approval:

No.	Name	County.	Township.	Acres
1124	Evan O. Roberts, et al.....	Jackson.....	Coal.....	120
1125	George Shoaf.....	Madison.....	Oak Run.....	740

I have examined said Leases, find them correct as to form, and I am therefore returning the same with my approval endorsed thereon.

Respectfully,  
 EDWARD C. TURNER,  
*Attorney General.*

2149.

APPROVAL, ABSTRACT OF TITLE TO LAND OF EDWARD CUNNINGHAM  
 AND WIFE, IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, May 23, 1928.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—In Opinion No. 1945 of this department under date of April 7, 1928, I had under consideration an abstract of title and a warranty deed executed by Edward Cunningham and wife covering two certain tracts aggregating one hundred sixty acres of land situated in Nile Township, Scioto County, Ohio, and more particularly described in the opinion of this department above referred to.

In said opinion I found that Edward Cunningham had a good and merchantable fee simple title to said lands subject to certain exceptions therein noted. The objections which were the subject to the exceptions noted in said opinion, other than exception No. 3 as therein noted, have been obviated by further information furnished and made a part of the abstract.

In said exception No. 3 in the former opinion it was noted that in the deed from William Yeager conveying the premises in question to one Grover Moore, the grantor reserved a right of way across said premises so conveyed. It was therein noted that a similar reservation was made in the deed executed by Orin Moore and wife to Pearl I. Cook, May 24, 1921, and that a like reservation was made in the deed from Pearl I. Cook and wife to Edward Cunningham under date of April 10, 1928.

It was further noted that the proposed deed from Edward Cunningham and wife to the State of Ohio also reserved such right of way.

The objection raised by these reservations has been obviated to some extent by a quit claim deed executed by Pearl I. Cook, William Yeager and Edward Cunningham to the State of Ohio expressly remising and releasing to the State of Ohio all their right, title and interest in and to said right of way.

The interest of Orin Moore in and to said right of way reserved in and by his deed of said premises to Pearl I. Cook, if any such interest he now has, is still outstanding. As to this it is altogether possible that said Orin Moore does not now possess any dominant estate or interest in any lands in the vicinity of the lands here in question such as would support his right of way across these lands or make the same of any value to him. However, the corrected abstract submitted to me contains no information as to this matter.

The corrected abstract shows that the taxes on said premises for the last half of the year 1927 have been paid and that the only taxes that are a lien on said premises