

“Where there is a continuing cause of forfeiture, the acceptance of rent after the breach incurring the forfeiture was originally committed does not preclude the lessor from insisting upon a forfeiture if the breach continues after acceptance of rent.”

So in this case it does not make any difference when The Canal Fulton Lake and Improvement Company first allowed said wasteway or structures in connection therewith to become out of repair, resulting in the present broken down and dilapidated condition of said structures, and inasmuch as the violation of this condition of the lease is palpable, I am of the opinion that the State of Ohio, acting through your department, has the right to declare a forfeiture of this lease and to cancel the same by reason of the default of The Canal Fulton Lake and Improvement Company in this matter. It does not appear that your department has made any demand upon said lessee to perform its duties under the conditions of the lease here under consideration; but under the provisions of said lease and the law applicable thereto, I do not think any demand on your part was necessary. The matter of maintaining and keeping in a good and substantial condition said wasteway and other structures is under the terms of said lease a duty as to which said grantee has the sole responsibility, and it calls for no action upon the part of the department of public works.

I am likewise of the opinion that by reason of the express provisions of said lease, above referred to, the state, acting through your department, can forfeit said lease by reason of the failure of said lessee to pay at the time and in the manner provided by said lease the particular rental that was afterwards collected by the attorney general and paid into the state treasury.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2145.

APPROVAL, BONDS OF THE VILLAGE OF OAK HILL, JACKSON COUNTY,
OHIO—\$4,000.00.

COLUMBUS, OHIO, May 22, 1928.

Industrial Commission of Ohio, Columbus, Ohio.

2146.

APPROVAL, ASSIGNMENT OF LEASE BETWEEN THE DEPARTMENT OF
PUBLIC WORKS AND THE TOLEDO AND CINCINNATI RAILROAD
COMPANY.

COLUMBUS, OHIO, May 22, 1928.

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

DEAR SIR:—Receipt is acknowledged of your communication of recent date submitting for my approval assignment of lease heretofore entered into between the