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-

nation of said property for public purposes. It is evident, however, that at the time said lease was executed it was contemplated by the parties that said property might be thereafter taken for public purposes; for we find in said lease a provision to the effect that if said property should be taken under the power of eminent domain before the expiration of the term of said lease, the lessee therein named should have no right to damages against said G. S. Frambes, the lessor therein. Without reference to the effect of this language in said lease, it is quite certain that The White Castle System of Eating Houses Corporation, as a sub-lessee of a part of this property, has no greater rights against the Van Sickle Realty Company than were given by its lease to G. S. Frambes.

In 35 Corpus Juris, at page 1002, the applicable rule is stated as follows:

> "A sub-lessee can in no event have any greater rights against the lessor than were given by the original lease to the lessee. Sub- lessees are charged with notice of the terms of the lease and are bound by its conditions, and this is so, although the lease was not recorded and although the lessee had no actual knowledge of the contents."

It appears from the abstract that the taxes on the above described property for the last half of the year 1929, amounting to $142.02, are unpaid, as are the undetermined taxes for the year 1930. All of these taxes are a lien upon the property. It likewise appears that there is a balance of $48.23 remaining due on the assessment for the improvement of Front Street; and that there is an assessment in the sum of $162.74 for the payment of the cost and expense of the construction of a light system on said street. These assessments, together with a delinquent street maintenance assessment, in the sum of $2.17, are a lien upon the property.

The determined method by which the respective estates and interests of Irene B. Ross and The Van Sickle Realty Company are to be conveyed to the State of Ohio is that the estate and interest of said Irene B. Ross is to be conveyed to The Van Sickle Realty Company by the delivery of a deed of special warranty and that thereon and thereafter The Van Sickle Realty Company is to deliver to the State of Ohio a deed of general warranty conveying to the State of Ohio a fee simple title to the property, free and clear of all encumbrances except taxes and assessments on the property due and payable in June, 1930, and thereafter.

I have examined the deed which is to be delivered by Irene B. Ross to The Van Sickle Realty Company and find that said deed has been properly executed and acknowledged by said Irene B. Ross and that the form of said deed is such that it is effective to convey to The Van Sickle Realty Company the fee simple title to the above described property, free and clear of all encumbrances, except the perpetual leasehold interest in the property now held by The Van Sickle Realty Company and except any liens or encumbrances which have been effected by or through The Van Sickle Realty Company, the owner and holder of said perpetual leasehold estate.

I have likewise examined the warranty deed of The Van Sickle Realty Company, which is to be delivered to the State of Ohio. This deed has been properly executed and acknowledged by The Van Sickle Realty Company by the hands of its president and assistant secretary, pursuant to the authority of a resolution of the board of directors of The Van Sickle Realty Company directing the execution and delivery of said deed. The form of this deed is such that it is effective to convey to the State of Ohio the fee simple title in and to the above described property, free and clear of all encumbrances whatsoever, except the taxes and assessments due and payable on and after June, 1930.

Upon examination of Encumbrance Estimate No. 631, above referred to, I find

that the same has been properly executed and approved and that there are shown by the provisions thereof sufficient balances in the appropriation account to pay the purchase price of said property, which is the sum of $31,079.00.

I am herewith forwarding to you said abstract of title with my approval, subject to the exceptions above noted, and likewise the warranty deed of The Van Sickle Realty Company by which this property is to be conveyed to the State of Ohio, and Encumbrance Estimate No. 631, both of which are hereby approved.

I do not have in my possession the deed of a special warranty above referred to by which Irene B. Ross is to convey her estate and interest in this property to The Van Sickle Realty Company. This deed should, of course, be delivered to The Van Sickle Realty Company before the warranty deed of The Van Sickle Realty Company is delivered to the State of Ohio. In this connection the suggestion is made that when said deeds are filed for record, the deed of Irene B. Ross to The Van Sickle Realty Company should be first filed.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2341.

APPROPRIATION—KIRKERSVILLE FEEDER TO BUCKEYE LAKE—INTENT OF LEGISLATURE—ASCERTAINMENT OF—REASONABLE INTERPRETATION OF LAW IN SPECIFIC INSTANCE NECESSARY

SYLLABUS:

Appropriation for dredging the Kirkersville feeder at Buckeye Lake discussed.

COLUMBUS, OHIO, September 15, 1930.

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

DEAR SIR:—Acknowledgment is made of your recent communication which reads:

"The 88th General Assembly, through House Bill No. 513, appropriated to the Department of Public Works the following: 'For the dredging of the Kirkersville Feeder at Buckeye Lake; all sand and mud removed by the dredge to be deposited on the east side of the Feeder; subject to release by the Controlling Board'—$25,000.00.

This department has made a complete survey of the Feeder from the National Highway at Kirkersville to Buckeye Lake near Millersport and find that the Feeder should be cleaned out from Station 63 as shown on the enclosed map, which station is at what is known as Bloody Run waste weir and should be carried to the vicinity of Station 334 at Buckeye Lake.

The appropriation reads in part: 'For the dredging of the Kirkersville Feeder at Buckeye Lake.' This wording limits the extent of the proposed work to one particular area at its mouth and not to its length.

An opinion is requested therefore, as to whether or not the phrase 'at Buckeye Lake' will limit the extent to which the Feeder may be cleaned.

The appropriation further reads in part 'all sand and mud removed by the dredge to be placed on the east side of the Feeder.'

It is seen, on the map, that the Feeder does not at all time run in a northerly and southerly direction and it is these instances when the east and