

Referring to the map of said lands set out in the abstract, and to the calls in the description of the original survey made for Nathaniel Massie, it is apparent that in the purported description of said premises contained in the deed from Ohio State University to Mary Piles, one intended call in the description of said lands was omitted. This intended call was one which should have followed the third call in the description given, and which should have immediately preceded the last call so given. Reference to the original survey shows that said omitted call should have been in the following words and figures, to-wit: "thence N. 51° W. 42 poles to a red oak, chestnut oak and hickory, southeast corner of said Survey No. 15197." In other words, the purported description in the deed from Ohio State University to said Mary Piles and in the warranty deed which said Mary Piles now tenders to the State of Ohio does not enclose a tract of land of any quantity. By referring to the map of said lands it is quite clear that if, giving effect to the rule that monuments in calls made in the description of property are to be preferred over courses and distances in such calls, the last call in the description given should be so extended that it, together with the other calls given, would enclose a tract of land, such tract of land so enclosed would be considerably less than that intended to be conveyed.

Some suggestion is made in certain correspondence attached to the abstract that said Mary Piles has title to the lands here intended to be conveyed, by adverse possession for fifty years or more. As to this, it is sufficient to observe that title to said lands passed to the State of Ohio by the act of Congress under date of February 18, 1871, and said Mary Piles could not, as I see it, gain any rights by adverse possession against the State of Ohio or Ohio State University, which is but an institution and agency of the State.

For the reason above stated, the title of said Mary Piles to the lands here in question is disapproved. It is suggested that she obtain from the Board of Trustees of Ohio State University a quit claim deed containing a correct description of the lands which said board intended to convey to her.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate and certificate of the Controlling Board.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2968.

APPROVAL, RE-EXECUTION OF LEASES TO CANAL LANDS IN THE CITY OF SIDNEY.

COLUMBUS, OHIO, December 5, 1928.

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

DEAR SIR:—I have received your letter of December 4th, 1928, transmitting for my approval, triplicate copies of a lease granted to the City of Sidney, Shelby County, Ohio, pursuant to the terms of the Act of the General Assembly, found in Vol. 111 v. 208-214, bearing date of November 21st, 1928.

This lease was formerly approved by me as to form, and is now submitted for approval of a re-execution, the only change being the omission of two leases appearing on page nine of the lease, through error, in the first instance.

I have examined the lease as re-executed and finding the same in proper form I am accordingly returning the lease herewith with my approval noted thereon.

Respectfully,
EDWARD C. TURNER,
Attorney General.