

After examination, it is my opinion that the same is in proper legal form and will constitute a binding agreement when the instrument is properly executed and accepted by the State in accordance with the terms thereof. Accordingly, I have endorsed my approval on said forms and return the same herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

747.

AGREEMENT — STATE WITH BALTIMORE AND OHIO SOUTHWESTERN RAILROAD COMPANY, RELOCATION AND RECONSTRUCTION, SECTIONS 15, 16 AND 22, CANAAN TOWNSHIP, ATHENS COUNTY, STATE HIGHWAY NO. 156.

COLUMBUS, OHIO, June 12, 1939.

HON. ROBERT S. BEIGHTLER, *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted an agreement by and between yourself as Director of Highways and the Baltimore and Ohio Southwestern Railroad Company covering the contemplated relocation and reconstruction of a part of State Highway No. 156, along and adjacent to the premises of the company through Sections 15, 16 and 22 of Canaan Township, Athens County, Ohio.

After examination, it is my opinion that said agreement when properly executed by the Director of Highways will constitute a valid and binding contract. Said agreement and other data submitted is being returned herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

748.

LEASE — OFFICE SPACE — DEPARTMENT LIQUOR CONTROL—LIABILITY WHERE TERM OF LEASE EXPIRED—STATUS, FINAL PERIOD OF TERM—IMPLIED POWER TO OCCUPY PREMISES—TENANCY—MONTH TO MONTH BASIS—SECTION 6064-8 G. C.

SYLLABUS:

1. *If the department of liquor control occupies space lawfully leased by it for the purpose of a liquor store, after the expiration of the term*