

George M. Lieber, Resident District Deputy Director, Sandusky County—Fidelity and Deposit Company of Baltimore, Maryland.

Fred L. Biechele, Resident Division Deputy Director (acting) Division No. 11—National Surety Company.

The first two of the above listed bonds are evidently executed pursuant to the provisions of sections 1183 and 1182-3, General Code, which state, in so far as pertinent:

“Sec. 1183. \* \* \* Such resident district deputy directors shall \* \* \* give bond in the sum of one thousand dollars. \* \* \*”

“Sec. 1182-3. \* \* \* All bonds hereinbefore provided for shall be conditioned upon the faithful discharge of the duties of their respective positions, and such bonds, \* \* \* shall be approved as to the sufficiency of the sureties by the director (of highways), and as to legality and form by the attorney general, and be deposited with the secretary of state. \* \* \*” (Words in parenthesis the writer's.)

The last of the three bonds is evidently executed pursuant to pertinent provisions of section 1182, General Code; and the provisions of section 1182-3, General Code, above quoted. Section 1182, General Code, states, in so far as pertinent:

“Each division deputy director shall give bond in the sum of five thousand dollars, conditioned for the faithful performance of his duties with sureties to the approval of the state highway director. \* \* \*”

Finding the above bonds to have been properly executed pursuant to the above statutory provisions, I have approved the same as to form, and return them herewith.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*

26.

APPROVAL, AGREEMENT BETWEEN THE BOARD OF TRUSTEES  
OF OHIO STATE UNIVERSITY AND THE ALMIRA COMPANY  
FOR EXTENSION OF THE TIME OF PAYMENT OF A CERTAIN  
PROMISSORY NOTE.

COLUMBUS, OHIO, January 16, 1933.

HON. CARL E. STEEB, *Business Manager, and Secretary, Board of Trustees, Ohio State University, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain agreement executed by The Almira Company, whereby, in consideration of

the extension of the time of payment of the certain promissory note executed by Ross W. Cheek and Lester E. Cheek and their respective wives under date of September 30, 1922, The Almira Company contracts and agrees to perform certain conditions in said agreement stipulated and provided for. From the provisions of said agreement and other information at hand, it appears that the promissory note above referred to was executed to the Board of Trustees of Ohio State University in and for the sum of Seventeen Thousand Dollars (\$17,000), which note was and is secured by certain real property located in the City of Columbus, Franklin County, Ohio, which was then owned by Ross W. Cheek and Lester E. Cheek, and that by the terms of said note and mortgage the principal of this note was due and payable on or before ten years from the date thereof. It appears further that after the execution of this note and mortgage the real property covered by the mortgage was conveyed by Ross W. Cheek and Lester E. Cheek to The Almira Company, the same being a corporation organized by Ross W. Cheek and Lester E. Cheek for the purpose of owning and holding real estate.

By the terms of this agreement which is executed by The Almira Company, by the hands of Ross W. Cheek, President, and Lester E. Cheek, Secretary, the execution and validity of said mortgage and the note secured thereby are affirmed and it is agreed that all the provisions contained in said note and mortgage shall continue in full force until said mortgage debt with interest shall be fully paid. By said instrument, it is further contracted and agreed that the mortgage shall be the first and best lien on said real estate excepting taxes and assessments and that said Almira Company will perform all of the agreements and conditions of said agreement and of said mortgage and the note secured thereby and will repay said mortgage debt on or before the 30th day of September, 1934, to which date the payment of said note and mortgage is, by this instrument, extended.

Upon careful consideration of this instrument, I am unable to perceive any legal objection to the acceptance of the same by the Board of Trustees of the Ohio State University if it is the desire of said board to extend the time of payment of the note and mortgage above referred to.

There was a time when, under the laws of this state, great care had to be exercised in extending the time of payment of promissory notes as negotiable instruments. This for the reason that an extension of the time of payment of a note, without the knowledge and consent of the surety or sureties thereon, would have the effect of discharging the sureties from the payment of the note. Since the enactment of the Negotiable Instruments Code, this is no longer the law of the state and any person who signs a note on the face thereof, whether he intends to sign as a principal or a surety, will continue to be bound for the payment of the note until the same is paid or is otherwise discharged in the manner provided for in the statutes. See *Richards vs. Market Exchange Bank*, 81 O. S. 348; *McGowan vs. The Cosmopolitan Bank and Trust Co.*, 121 O. S. 503, 504. However, as to this, it clearly appears that Ross W. Cheek and Lester E. Cheek were and are principals on the note and that as such they are bound for the payment of the note secured by the mortgage. And inasmuch as the agreement here in question does not have the effect of releasing the parties to the note, its only effect will be to secure to said Board of Trustees the additional liability of The Almira Company for the payment of this note and mortgage, whatever this may be worth.

Upon the considerations above noted, the extension agreement above referred to is hereby approved and the same is herewith returned to you.

Respectfully,

JOHN W. BRICKER,

*Attorney General.*

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27.

APPROVAL, NOTES OF RANDOLPH TOWNSHIP RURAL SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO—\$5,000.00.

COLUMBUS, OHIO, January 17, 1933.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

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28.

APPROVAL, LEASE FOR RIGHT TO USE AND OCCUPY FOR BOATHOUSE AND DOCKLANDING PURPOSES, LAND AT INDIAN LAKE, LOGAN COUNTY, OHIO—L. E. BAKER.

COLUMBUS, OHIO, January 17, 1933.

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a communication of even date herewith over the signature of the Chief of the Bureau of Inland Lakes and Parks in the Division of Conservation, submitting for my examination and approval a certain lease in triplicate executed by the Conservation Commissioner.

By the provisions of this lease, which is for a stated term of fifteen years and for an annual rental of Six Dollars (\$6.00) payable semi-annually, there is granted to one L. E. Baker of Mechanicsburg, Ohio, the right to use and occupy for boathouse and docklanding purposes the inner slope of the reservoir embankment at Indian Lake in Section 36, Town 6 South, Range 8 East, Logan County, Ohio, commencing at a point in said reservoir embankment that is 855 feet north of the north line produced of what is known as the Slough Road, and extending thence northwesterly along the inner slope of said reservoir embankment, a distance of twenty-five feet.

Upon examination of this lease, I find that the same has been properly executed by the Conservation Commissioner and by the lessee above named. I likewise find from an examination of the lease and of the provisions and conditions therein contained that the same are in conformity with the provisions of Section 471, General Code, and with other statutory provisions relating to leases of this kind. I am accordingly hereby approving this lease as to legality and form as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,

*Attorney General.*