termined by lot or chance according to some scheme held out to the public, constitutes a lottery and violates the statutes.

In the Bader case (24 N. P. (n. s.) 191) the Municipal Court met the contention of "no consideration" in the following language:

> "Many and varied are the schemes by which the circumvention of the lottery law is attempted and that in the instant case is one of the many. The defendants knew what a lottery was, for their very method in endeavoring to have this one lack the essential element of 'consideration' while retaining those of 'prize' and 'chance', proves the exacting care with which they examined the law and its requirements. * * * * *
>
> Stripped of all the disguises and fictions that surround it, this scheme conducted by the defendant William Bader develops to be a well planned lottery, often called a 'gift enterprise.' The claim that the tickets are given away free was a mere 'smoke screen' to conceal the real character of the undertaking. The tickets are not free in the sense of being given without consideration. To obtain them in the ordinary course a person was compelled to purchase a meal. A very few were compelled to walk seventy-six feet through the restaurant to get them.
>
> The real injury to the people of the state of Ohio in the operation of such lotteries is the incitement offered to arouse the gambling spirit. Persons believed they were going to get 'something' for 'nothing'. This is the evil in all schemes of chance, no matter under what novel or devious methods they are conducted.
>
> The cupidity of people is aroused and they all rush to obtain a chance on an article worth perhaps more than a thousand times that which they venture."

In specific answer to your question, I am of the opinion that the facts set forth in your inquiry constitute a lottery or scheme of chance and violate the sections you mention.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3110.

DISAPPROVAL, LEASE FOR RIGHT TO USE FOR COTTAGE SITE AND LANDING PURPOSES, LAND ON WESTERLY EMBANKMENT OF LORAMIE RESERVOIR—HENRY GOLL AND COMPANY.

COLUMBUS, OHIO, April 1, 1931.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication submitting for my examination and approval a certain lease in triplicate executed by the state of Ohio by and through the conservation council of the division of conservation in your department, by which instrument there is leased and demised to Henry Goll and Company of New Bremen, Ohio, the right to use and occupy for cottage site and landing purposes, for a term of fifteen years, the inner slope and water front and the outer slope and state land in the rear thereof, on the westerly embankment of the Loramie Reservoir that is included in Lot No. 17, north of the waste-weir of said reservoir, and

being part of the northeast quarter of Section 11, township 8 south, range 4 east, Shelby County, Ohio.

Upon examination of the terms and provisions of said lease, I find the same to be in proper form and to be such as is authorized by the pertinent statutory provisions of this state.

However, I find that said lease has not been signed by the lessee, Henry Goll and Company, in such manner as to show that said lease has been legally executed by and on behalf of said lessee. If said Henry Goll and Company is a corporation, the directors of said corporation should adopt a resolution authorizing some designated officer or officers of said corporation to execute said lease in the name of such corporation, and a copy of such resolution, together with the minutes of the meeting of the board of directors, should be attached to and made a part of said lease and of the duplicate and triplicate copies thereof. The lease should then be executed by the officer or officers designated in the name of said corporation and in the manner directed by such resolution. If such corporation has a seal, the impress of the same should be made on said lease and copies.

If the lessee named in this lease is a partnership, that fact should appear and if it is desired that said lease be taken by said partnership in its partnership name, the lease should be likewise signed by all of the partners or in such manner to show affirmatively that the particular partner signing the lease is authorized to do so on behalf of said partnership and in such partnership name.

In this connection, it may be noted further that if the lessee is an individual doing business as Henry Goll and Company, that fact should appear in the execution of the lease, and the lease should in such case be signed: "Henry Goll and Company, by ....., doing business as Henry Goll and Company".

For the reasons above stated, said lease and the duplicate and triplicate copies thereof are herewith returned without my approval.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3111.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ROLLIE B. COCHRANE AND LILLIAN B. COCHRANE, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1931.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval an abstract of title certified by the abstractor under date of March 26, 1931, relating to a certain parcel of real estate located in the city of Columbus, Franklin County, Ohio, and being more particularly described as the north half of 65 feet off of the south end of inlot No. 126 in said city, as said lot is numbered and delineated upon the recorded plat thereof, of record in Deed Book "F", page 332, Recorders' Office, Franklin County, Ohio.

From an examination of said abstract of title made by me, I find that one Rollie B. Cochrane and Lillian B. Cochrane, his wife, as tenants in common, have a good and indefeasible fee simple title to the above described property, free and clear of all incumbrances except the taxes and special assessments thereon.

As to the taxes on said property, it appears that the taxes for the last half of the year 1930, amounting to $178.42, are unpaid and are a lien.