

shall be liable for the payment of rent under this lease if such appropriation is not made."

Moreover, giving effect to the provisions of section 2288-2, General Code, in so far as the same are applicable to a contract of this kind, a contract encumbrance record over the signature of the Director of Finance should be secured with respect to this lease, which contract encumbrance record should cover the moneys available and payable on the monthly installments of rent under the lease and which should be in a sum not less than that which is equal to one month's rent under the lease and which under the present appropriation act cannot be for a sum which is more than six months' rent under the lease.

For the reasons herein indicated, I am returning this lease to you without approval with the request that the lease be corrected in the manner above indicated and that the same, together with the contract encumbrance record herein referred to, be again submitted to me for my approval.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

71.

DISAPPROVAL— GRANT OF EASEMENT TO LAND IN JACKSON TOWNSHIP, MUSKINGUM COUNTY, OHIO.

COLUMBUS, OHIO, February 1, 1937.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certain grant of easement, No. 375, conveying to the State of Ohio, for the purposes therein stated, a certain tract of land in Jackson Township, Muskingum County, Ohio.

Upon examination of the above instrument, I find a conflict of names. The property in question appears to be in the name of the estate of Daniel Ashcraft and the instrument is executed by representatives of the life estate of Edward H. Brannon and Herma Brannon.

I am therefore returning the same to you without my approval endorsed thereon.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*