

“Where there is a continuing cause of forfeiture, the acceptance of rent after the breach incurring the forfeiture was originally committed does not preclude the lessor from insisting upon a forfeiture if the breach continues after acceptance of rent.”

So in this case it does not make any difference when The Canal Fulton Lake and Improvement Company first allowed said wasteway or structures in connection therewith to become out of repair, resulting in the present broken down and dilapidated condition of said structures, and inasmuch as the violation of this condition of the lease is palpable, I am of the opinion that the State of Ohio, acting through your department, has the right to declare a forfeiture of this lease and to cancel the same by reason of the default of The Canal Fulton Lake and Improvement Company in this matter. It does not appear that your department has made any demand upon said lessee to perform its duties under the conditions of the lease here under consideration; but under the provisions of said lease and the law applicable thereto, I do not think any demand on your part was necessary. The matter of maintaining and keeping in a good and substantial condition said wasteway and other structures is under the terms of said lease a duty as to which said grantee has the sole responsibility, and it calls for no action upon the part of the department of public works.

I am likewise of the opinion that by reason of the express provisions of said lease, above referred to, the state, acting through your department, can forfeit said lease by reason of the failure of said lessee to pay at the time and in the manner provided by said lease the particular rental that was afterwards collected by the attorney general and paid into the state treasury.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2145.

APPROVAL, BONDS OF THE VILLAGE OF OAK HILL, JACKSON COUNTY,
OHIO—\$4,000.00.

COLUMBUS, OHIO, May 22, 1928.

Industrial Commission of Ohio, Columbus, Ohio.

2146.

APPROVAL, ASSIGNMENT OF LEASE BETWEEN THE DEPARTMENT OF
PUBLIC WORKS AND THE TOLEDO AND CINCINNATI RAILROAD
COMPANY.

COLUMBUS, OHIO, May 22, 1928.

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

DEAR SIR:—Receipt is acknowledged of your communication of recent date submitting for my approval assignment of lease heretofore entered into between the

Department of Public Works and The Toledo and Cincinnati Railroad Company. This lease is being assigned by the Superintendent of Public Works, as Director thereof, to the City of Dayton, Ohio, pursuant to the provisions of House Bill No. 162, passed by the 86th General Assembly on the 25th day of March, 1925, and found in 111 Ohio Laws, at pages 208 to 214, both inclusive.

Finding that the assignment of said lease is being made pursuant to law and that the same is in proper legal form, I have entered my approval thereon.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2147.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND HOWELL AND THOMAS, CLEVELAND, OHIO, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH AUDITORIUM AT OHIO UNIVERSITY, ATHENS, OHIO, AT AN EXPENDITURE OF \$2,875.00.

COLUMBUS, OHIO, May 22, 1928.

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

DEAR SIR:—You have submitted for my examination and opinion a contract between the State of Ohio, acting by and through the Department of Public Works, for and on behalf of the Board of Trustees of Ohio University, Athens, Ohio, and Howell and Thomas, of Cleveland, Ohio, for architectural services in connection with auditorium equipment at said university, and providing for compensation to the architect in an amount equal to 5¼% of the amount paid out by the State of Ohio under and on account of contracts entered into by the state for the construction of said improvement.

You have also submitted evidence showing that the Controlling Board has duly consented to and approved the expenditure of the amount appropriated, as required in Section 12 of House Bill No. 502. You have further submitted an encumbrance estimate, bearing No. 3654, in the sum of \$2,875.00, and bearing the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to pay the same.

Finding said contract in proper legal form, I have endorsed my approval thereon and hereby return the same to you herewith, together with all other papers submitted in this connection.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2148.

APPROVAL, 2 GAME REFUGE LEASES.

COLUMBUS, OHIO, May 23, 1928.

Department of Agriculture, Division of Fish and Game, Columbus, Ohio.

GENTLEMEN:—I have your letter of recent date in which you enclose the following Game Refuge Leases, in duplicate, for my approval: