

210.

GAME REFUGE LEASES—18 APPROVED—3 DISAPPROVED.

COLUMBUS, OHIO, March 21, 1927.

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

GENTLEMEN:—I have your letter of February 25, 1927, in which you enclose the following Game Refuge Leases, in duplicate, for my approval:

No.	Name.	Yrs.	County.	Township.	Acres.
918	Louis T. Farr,	5	Columbiana,	Middletown,	44
919	Joe Reed,	5	Monroe,	Franklin,	79
920	Geo. Reed,	5	Monroe,	Franklin,	40
921	C. R. Reed,	5	Monroe,	Franklin,	72.69
923	Mason Hague,	5	Monroe,	Franklin,	180
924	W. T. Gipson,	5	Monroe,	Franklin,	109
925	Walter W. Draper,	5	Monroe,	Summit,	62
926	L. P. Draper,	5	Monroe,	Summit,	48
927	T. H. Bach,	5	Monroe,	Franklin,	52
928	Geo. Reed,	5	Monroe,	Seneca,	66
929	A. Shaub,	5	Monroe,	Franklin,	48
930	Jos. Reed,	5	Monroe,	Franklin,	96
931	Ada Reed,	5	Monroe,	Seneca,	132
932	Ora Reed,	5	Monroe,	Seneca,	70
935	Wm. H. Draper,	5	Monroe,	Summit,	143
936	C. R. Draper,	5	Monroe,	Summit,	150
937	Asa Reed,	5	Monroe,	Summit,	253
938	Louise M. Williams,	5	Auglaize,	St. Marys,	220

I have examined said leases, find them correct as to form, and I am therefore returning the same with my approval endorsed thereon.

I am returning herewith leases Nos. 922, 933 and 934 unapproved, for correction.

In lease No. 922 no "lessor" appears, and there is nothing therein to indicate that C. C. Danford is "all the heirs of William Danford." If such be the fact, I suggest that the granting clause of said lease read:

"Between C. C. Danford, sole heir at law of William Danford, deceased."

If there be more heirs than he, I suggest each heir's name appear in the granting clause as lessor, and conclude:

"being the sole heirs at law of William Danford, deceased."

In lease No. 933 no "lessor" appears, and there is nothing therein to indicate who "all the heirs of John Bach" are. I suggest that the granting clause contain the names of each and all of the heirs of John Bach, and then conclude:

"being all the heirs at law of John Bach, deceased."

In the acknowledgment, the names of each and every heir at law should appear instead of "all of John Bach's heirs."

In lease No. 934 no "lessor" appears, and there is nothing therein to indicate

who "all the heirs of Joseph Draper" are. I suggest that the granting clause contain the names of each and all of the heirs of Joseph Draper, and then conclude:

"being all the heirs at law of Joseph Draper, deceased."

I suggest that the State Game Refuge order attached to lease No. 938, wherein Louise M. Williams is lessor, be corrected in the following respects:

1. Said lands are situated in Noble and Moulton townships, not in *St. Marys* township, Auglaize county.
2. Said lease commenced on the 11th day of February, 1927, and not on the 20th day of January, 1927, and extends to the 11th day of February, 1932, and not to the 20th day of January, 1932.

Respectfully,
EDWARD C. TURNER,
Attorney General.

211.

APPROVAL, BONDS OF GUERNSEY COUNTY, OHIO—\$18,839.07.

COLUMBUS, OHIO, March 21, 1927.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

212.

GARNISHMENT—WRIT OF ATTACHMENT, NAMING STATE OF OHIO AS GARNISHEE, IS IN EFFECT A SUIT AGAINST THE STATE AND CANNOT BE ENFORCED.

SYLLABUS:

The Kent State Normal School may not be made a garnishee in an action before a Justice of the Peace against an employe of such school for the purpose of subjecting money owing by the school to the employe to the payment of a judgment against the employe.

COLUMBUS, OHIO, March 21, 1927.

MR. JOHN B. GILLESPIE, JR., *Business Manager, Kent State Normal College, Kent, Ohio.*

DEAR SIR:—This acknowledges receipt of your letter of March 16, 1927, wherein you request my opinion upon the following question:

"Will you be kind enough to forward an opinion as to whether or not the wages of an employe of the Kent State Normal School can be attached, naming the State of Ohio as garnishee?"