

ning on the 1st day of July, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay three hundred and eighty-one dollars (\$381.00) per month on the first day of each and every month in advance.

Lease from The L-T Building Company of Lima, Ohio, for Rooms 822 and 823 on the eighth floor of lessor's building located in the Public Square at West Market street, in the city of Lima, Ohio. This lease is for a term of one year and four months, beginning on the 1st day of September, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay forty-eight dollars (\$48.00) per month on the first day of each and every month in advance.

Lease from The Akron Savings and Loan Company of Akron, Ohio, for Rooms 1210 and 1211 on the twelfth floor of The Akron Savings and Loan Building, Akron, Ohio. This lease is for a term of eighteen months, beginning on the first day of July, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay one hundred and five dollars (\$105.00) per month on the first day of each and every month in advance.

Lease from the Citizens Savings Bank of Martins Ferry, Ohio, for Rooms 11 and 12 on the second floor of The Citizens Savings Bank Building, Martins Ferry, Ohio. This lease is for a term of eighteen (18) months, beginning on the 1st day of July, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay fifty dollars (\$50.00) per month on the first day of each and every month in advance.

Lease from The Masonic Temple Company of Zanesville, Ohio, for Rooms 418, 419 and 420 on the fourth floor of The Masonic Temple Building, Zanesville, Ohio. This lease is for a term of eighteen months, beginning on the 1st day of July, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay five hundred dollars (\$500.00) per year in equal monthly installments on the last day of each and every month during said term.

You have submitted encumbrance estimates which contain the certificate of the Director of Finance to the effect that funds are available for the payment of said rentals. In each instance where an individual is not leasing the premises, proper evidence of authority has been furnished indicating the right of the persons executing said leases to execute them.

Finding said leases in proper legal form, I hereby approve them as to form and return them herewith.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

954.

APPROVAL, LEASES TO OFFICE ROOMS IN TOLEDO AND YOUNGSTOWN, OHIO, FOR USE OF DEPARTMENT OF INDUSTRIAL RELATIONS.

COLUMBUS, OHIO, September 6, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval certain leases, as hereinafter set forth, granting to you, as Director of Highways and Public Works, for the use of the Department of Industrial Relations, certain office rooms in Toledo, Ohio, and Youngstown, Ohio, as follows:

(1) Lease from The Tower Building Company for rooms 621, 623, 625, 627, 629 and 631 in the Nasby building, Toledo, Ohio. This lease is for a term of eighteen (18 months), beginning on the first day of July, 1927, and ending on the first day of January, 1929, by the terms of which the state will be required to pay one hundred and twenty-five (\$125.00) dollars per month on the first day of each and every month in advance.

(2) Lease from The Union Land and Building Company, of Youngstown, Ohio, for rooms, 403, 404 and 405 in the Realty Building, Youngstown, Ohio. This lease is for a term of eighteen (18) months, beginning on the first day of July, 1927, and ending on the 31st day of December, 1928, by the terms of which the state will be required to pay the sum of one hundred and sixty-five (\$165.00) dollars per month on the first day of each and every month in advance.

You have submitted encumbrance estimates which contain the certificate of the Director of Finance to the effect that funds are available for the payment of said rentals. In each instance proper evidence of corporate authority has been furnished, indicating the right of the officers executing said leases to execute them.

Finding said leases in proper legal form, I hereby approve them as to form and return them herewith.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

955.

LEASES—CANAL LANDS—DUTY OF APPRAISER TO APPRAISE EXISTING LEASEHOLDS AT THEIR TRUE VALUE IN MONEY FOR ANY PURPOSE FOR WHICH LANDS CAN BE USED—HOUSE BILL NO. 162, 87TH GENERAL ASSEMBLY, DISCUSSED.

*SYLLABUS:*

1. *It is the duty of the appraisers provided for in House Bill No. 162, passed by the 86th General Assembly (111 Ohio Laws, page 208), to appraise existing leaseholds at their true value in money for any purpose for which the land can be used, as provided in sections seven and ten of said act.*

2. *Any leases given upon said property after said appraisalment should be based upon the value so fixed.*

COLUMBUS, OHIO, September 7, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—Permit me to acknowledge your letter requesting my opinion as follows:

"In making appraisements for the renewal of existing leases in the city of Dayton, we have problems something like the following:

On September 3, 1925, the state leased to The Indiana, Columbus and Eastern Traction Company, a right-of-way for a single track on the berme side of the Miami and Erie canal between Second and Third streets in the city of Dayton, at a valuation of sixteen thousand six hundred sixty-six dollars and sixty-seven cents (\$16,666.67), which was at the time, and is yet, a fair appraisalment of the valuation of the ground included in the lease.