

in the performance of their duties to the public and require of them that they reimburse the public for any losses occasioned by their failure to diligently perform their duties.

Respectfully,
EDWARD C. TURNER,
Attorney General.

8.

APPROVAL, LEASES: 3 MIAMI AND ERIE CANAL; 3 OHIO CANAL; 2 INDIAN LAKE; 4 BUCKEYE LAKE AND 2 LAKE ST. MARYS.

COLUMBUS, OHIO, January 17, 1927.

Department of Highways and Public Works, Division of Public Works, Columbus, Ohio.

GENTLEMEN:—I am in receipt of your letter dated January 13, 1927, in which you enclose the following leases in triplicate for my approval:

MIAMI AND ERIE CANAL.

To:	Valuation.
C. H. & D. Railway Co., Pole Line-----	\$15,700 00
C. H. & D. Railway Co., Land Lease-----	11,500 00
The Delphos Gas Co., Water Lease-----	616 67
The Delphos Home Telephone Co., Pole Line-----	800 00
John B. Egts, M. D., Land Lease-----	1,000 00
W. O. Holst, Land Lease-----	33,333 34
Napoleon Hoop Company, Water Lease-----	400 00
The Ohio Power Co., Pole Line-----	1,100 00
Frank P. Patton, Land Lease-----	200 00
The Stearns & Foster Co., Land Lease-----	1,000 00

OHIO CANAL.

	Valuation.
N. A. Brokaw, Land Lease-----	\$200 00
C. R. Bumgardner, Land Lease-----	800 00
East Ohio Gas Company, Land Lease-----	300 00
The Ohio Power Co., Pole Line-----	233 34

INDIAN LAKE.

	Valuation.
H. M. Helm & Harriet Blackburn, Business-----	\$200 00
Mrs. Sarah R. Marshall, Cottage Site and Landing-----	8,333 34
Charles Nicholson, Cottage Site and Landing-----	800 00
George L. Pugh, Cottage Site and Landing-----	1,200 00
Jessie C. Siefert, Cottage Site and Landing-----	200 00

LAKE ST. MARYS.

	Valuation.
M. K. Clover, Cottage Site and Landing-----	\$400 00
Lando Dunno, Land Lease-----	500 00
Oran Fell, Cottage Site-----	400 00
Charles L. Keller, Cottage Site-----	200 00
Ambrose Kohler, Cottage Site-----	200 00

BUCKEYE LAKE.

	Valuat'on.
Mrs. Wallace T. Loyd, Cottage Site-----	\$400 00
Edward Matt, Cottage Site-----	200 00
Albert E. Sartain, Cottage Site-----	400 00
Mr. and Mrs. Joseph Sieber, Cottage Site-----	400 00

I have carefully examined said leases and find the following leases correct as to their legality and form :

MIAMI AND ERIE CANAL.

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C. H. & D. Railway Co., Pole Line-----	\$15,700 00
C. H. & D. Railway Co., Land Lease-----	11,500 00
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BUCKEYE LAKE.

	Valuat'on.
Mrs. Wallace T. Loyd, Cottage Site-----	\$400 00
Edward Matt, Cottage Site-----	200 00

I am returning the above leases which have been found correct as to legality and form, with my approval endorsed thereon.

MIAMI AND ERIE CANAL.

	Valuation.
The Stearns & Foster Co., Land Lease-----	\$1,000 00

I am unable to enter my approval on the above lease for the reason that the resolution passed by the company states "that in addition to the president either the secretary or the treasurer of this corporation be authorized to enter into, execute and deliver in the name and under the seal of the company any contract or lease with the United States Government, states government or agency of the same." The president of the company has not signed this lease. Upon the president of the company signing this lease in the presence of two witnesses, I will approve the same.

OHIO CANAL.

	Valuation.
East Ohio Gas Company, Land Lease-----	\$300 00

I am unable to enter my approval on the lease immediately above referred to, for the reason that the certified copy of the resolution of the East Ohio Gas Company shows upon its face that the president or vice-president and the secretary or assistant secretary are authorized to execute in the name of, and on behalf of the company this lease in triplicate. It is only signed in behalf of said company by its president. Upon obtaining the signature of the secretary or assistant secretary in the presence of two additional witnesses, this lease will be approved.

BUCKEYE LAKE.

	Valuation.
Albert E. Sartain, Cottage Site-----	\$400 00

I am unable to approve this lease for the reason that in the granting clause the grantee is designated as Albert E. Sartain, while Mr. Sartain has signed the lease as A. E. Sartain. Upon Mr. Sartain properly signing his name as the same appears in the granting clause, I shall approve this lease.

I beg to suggest that it will eliminate these technical, although important, criticisms of future leases, if in all cases the full first name of the grantee is used in the granting clause and that the party designated to procure signatures to leases on the part of the grantee be directed to instruct the grantees signing them to sign their full first name. There may be many persons of similar initials and not many with the same first name and middle initial.

BUCKEYE LAKE.

	Valuation.
Mr. and Mrs. Joseph Sieber, Cottage Site-----	\$400 00

I am unable to approve this lease for the reason that in the granting clause of this lease the names of Mr. and Mrs. Sieber appear as grantees and Mrs. Sieber has signed the lease as Sarah Sieber. There is nothing by her signature which indicates she is one and the same person as Mrs. Joseph Sieber. Upon Mrs. Sieber properly signing this lease as Mrs. Joseph Sieber in the presence of two witnesses, I shall approve the lease.

I would suggest that in the future, when a lease is to be executed to a woman, that her first name be used in the granting clause rather than the word "Mrs." followed by the first name of her husband.

Respectfully,
 EDWARD C. TURNER,
Attorney General.