

way heretofore granted to the East Ohio Gas Company and recorded in Volume 310, page 425 and Volume 367, page 75 of the Summit County Records." The rights of way here referred to are those noted above as exceptions Nos. 2 and 4, respectively, of the foregoing exceptions to the title of Steve Andrus and Theresa Andrus in and to this property.

Contract encumbrance record No. 4, which has been submitted to me as a part of the files relating to the purchase of the above described property, has been properly executed and the same shows a sufficient unencumbered balance to the credit of the Department of Public Works for the purchase price of the tract of land here in question, which purchase price is the sum of \$2,000.00. It further appears in this connection from recitals contained in said contract encumbrance record that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account the money necessary to pay the purchase price of the property.

Subject only to the exceptions above noted with respect to the title of Steve Andrus and Theresa Andrus in and to this property, the same is approved by me, as is likewise the warranty deed and contract encumbrance record submitted with the certificate of title, all of which are herewith returned to you for further action in connection with the purchase of the above described property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

5773.

APPROVAL—LEASE TO RESERVOIR LAND IN LAKE ST. MARYS, OHIO, MERCER COUNTY, OHIO—C. P. SUNDERLAND OF LIMA, OHIO.

COLUMBUS, OHIO, July 1, 1936.

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

DEAR SIR: This is to acknowledge the receipt of a recent communication from your office with which there was submitted for my examination and approval a reservoir land lease in triplicate executed by William H. Reinhart, your predecessor in the office of Conservation Commissioner, to one C. P. Sunderland of Lima, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$18.00, payable in semiannual installments of \$9.00 each, there is leased and demised to the lessee above named the right to occupy and use for cottage site and docklanding pur-

poses that portion of the outer slope of the easterly embankment of Lake St. Marys that is included in Embankment Lot No. 22, numbering south from the southerly line of the right of way of the Lake Erie and Western Railroad, as shown by H. E. Whitlock's plat of embankment lots on the east bank of Lake St. Marys, made under the direction of the Superintendent of Public Works in June, 1920, excepting therefrom a driveway 25 feet wide off of the easterly side of said embankment lot, which is to be kept open and free from obstruction for the use of the public.

Upon examination of this lease, I find that the same has been properly executed by the state of Ohio, acting through William H. Reinhart, then the duly appointed, qualified and acting Conservation Commissioner, and by C. P. Sunderland, the lessee therein named. I further find, upon examination of the provisions of this lease as the same were formulated and written by the Conservation Commissioner above named, and of the conditions and restrictions therein contained, that the same are in conformity with section 471, General Code, under the authority of which this lease is executed and with other statutory enactments relating to leases of this kind.

In this connection, it is noted that there is endorsed in and upon this lease and the duplicate and triplicate copies thereof an assignment over the signature of C. P. Sunderland in and by which he attempts to assign and transfer all of his rights, title and interest under this lease and in the parcel of land thereby demised to one V. Paul Adams of St. Marys, Ohio. This purported assignment was executed under date of March 4, 1935, which date was, apparently, about four months after the lease was signed by William H. Reinhart, as Conservation Commissioner, and by said C. P. Sunderland, as the lessee named in the lease instrument, and more than fifteen months before the lease was approved by the Governor. Inasmuch as under the provisions of section 471, General Code, read in connection with those of section 464, General Code, reservoir land leases executed by the Conservation Commissioner are subject to the approval or disapproval of the Governor and the Attorney General, such lease instruments, when the same are executed by the Conservation Commissioner and by the lessee named in the particular lease, are without legal effect until the same have been approved by both the Governor and the Attorney General. It follows from this that when C. P. Sunderland, the lessee named in this lease instrument, made his attempted assignment of this lease and of the parcel of reservoir land therein described to V. Paul Adams, he did not have any rights under the lease instrument or any right, title and interest in the parcel of land therein described which he could assign to Mr. Adams or to anyone else. In other words, the pretended assignment made at this time by Mr. Sunderland was without legal effect and the same as an endorsement on the lease instrument should be stricken therefrom. This lease instrument provides that the lease shall

not be assigned, transferred or sublet without the written consent of the state, acting through the Conservation Commissioner. It is quite clear from this provision, read in connection with the sections of the General Code which require leases of this kind to be executed subject to the approval of the Governor and the Attorney General, that no assignment of the lease can be made by the named lessee until after the lease has been approved by the Governor and the Attorney General and such assignment can then be made only with the approval of the Conservation Commissioner acting for and on behalf of the state as a party to the lease. If in this case Mr. Sunderland desires to assign this lease to Mr. Adams and such assignment is approved by you as Conservation Commissioner, such assignment can now be made by formal assignment endorsed upon the lease and approved by you in your capacity as Conservation Commissioner.

On the considerations above noted, this lease, as one executed to C. P. Sunderland, the lessee therein named, is approved by me, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

JOHN W. BRICKER,
Attorney General.

5774.

APPROVAL—LEASE TO RESERVOIR LAND AT BUCKEYE LAKE, FAIRFIELD COUNTY, OHIO—D. W. AND NONA J. BENNETT OF BUCYRUS, OHIO.

COLUMBUS, OHIO, July 1, 1936

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

DEAR SIR: You have submitted for my examination and approval a reservoir land lease in triplicate executed by you as Conservation Commissioner to D. W. and Nona J. Bennett of Bucyrus, Ohio.

By this lease, which is one for a stated term of fifteen years, and which provides for an annual rental of \$18.00, payable in semiannual installments of \$9.00 each, there is leased and demised to the lessees above named, the right to occupy and use for cottage site and docklanding purposes, the inner slope and waterfront and the outer slope and borrow-pit in the rear thereof of the west-half of Embankment Lot No. 35, on the westerly bank of Buckeye Lake, as laid out by the Ohio Canal Com-