upon default of payment, interest on the interest will be computed at six per cent."

The note in question dated March 1, 1927, became due April 29, 1927, at which time there was a fixed obligation of the city in the amount of $11,600.00, plus sixty days' interest at the rate of six per cent. Applying the above rule, the principal and interest bear interest at the rate of six per cent per year until paid.

The next question to be considered is whether or not on April 29, 1928, a new balance shall be struck and interest at six per cent be figured on this new balance from April 29, 1928, until April 24, 1929. In other words whether interest upon interest may, in this case, be compounded annually.

In the case of *Anketel* vs. *Converse,* 17 O. S. 11, the fourth branch of the syllabus is as follows:

> "Where interest is payable annually, or at other stated periods, it bears *simple* interest from the time it falls due till paid; and payments are to be applied, first, in satisfaction of the interest due upon interest; secondly, in satisfaction of interest due upon the principal; and, thirdly, in satisfaction of the principal; *but in no case will the interest upon interest be made to bear interest.*"
>
> (Italics the writer's.)

Also in the case of *Marietta Iron Works, et al.* vs. *Lettiner,* 25 O. S. 621, it was held as set forth in the third branch of the syllabus:

> "A judgment taken on such a note for the amount due, including unpaid interest, will bear the stipulated rate of interest only, *without rests,* until payment."
>
> (Italics the writer's.)

In view of the foregoing, I am of the opinion that when a note issued by a municipality for a period of sixty days with interest at the rate of six per cent per annum, is not paid at maturity, interest due at maturity may be added to the principal amount of the note, and that such interest due at maturity and the principal amount of the note, should bear interest at the rate of six per cent per annum until paid, but that interest upon interest may not be compounded annually.

Respectfully,
GILBERT BETTMAN,
Attorney General.

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DISAPPROVAL, LEASES TO LAND OF MRS. A. V. DICKERSON AND GEORGE P. MULLIN, IN GREENE COUNTY, FOR USE OF THE DAYTON STATE HOSPITAL.

COLUMBUS, OHIO, May 16, 1929.

HON. H. H. GRISWOLD, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication, submitting for my examination and approval, two certain leases in triplicate executed

to you as Director of the Department of Public Welfare by Mrs. A. V. Dickerson and George P. Mullin, respectively. In and by the lease of Mrs. Dickerson there is leased and demised to you for the use of the Dayton State Hospital for the term of one year beginning April 1, 1929, and ending March 31, 1930, "48 acres of ground located in Greene County, 20 acres of which is in timothy meadow and 28 acres to be sowed in soy beans." In and by the Mullin lease there is leased and demised to you for the pasturage season beginning May 15, 1929, "approximately 25 acres of pasture land."

The leases here in question are such as you are authorized to take under the provisions of Section 1848, General Code. Inasmuch however, as there is in legal contemplation no description at all of the respective tracts of land entitled to be leased and demised by the leases here in question, I do not feel that I am authorized to approve the same in their present form. In one of these leases the only statement of the lands entitled to be leased is that the same is "48 acres of ground located in Greene County" and in the other lease the statement is that the land so leased is "approximately 25 acres of pasture land" without any indication as to where said land is located.

Touching the question as to the legal requirements with respect to the description of lands entitled to be covered by said leases I note that in Volume 18, American and English Encyclopaedia of Law, Second Edition, pages 605 and 606, it is said:

> "The lease must designate with reasonable certainty the property demised, so as to enable it to be identified; otherwise the lease will be void for uncertainty."

A more complete statement of the rule applicable to this question is found in 35 Corpus Juris at page 1149, which is as follows:

> "The lease should contain a sufficiently accurate description of the property demised as clearly to indicate just what property is intended to be covered by the lease; and the want of such description will render the lease inoperative. But no particular form of description is necessary, any description by which the identity of the leased property may be established being sufficient. The rule that that is certain which can be made certain applies. Extrinsic facts pointed out in the description may be resorted to in order to ascertain what property is referred to, and a description from which a surveyor can locate the land is sufficient."

It is apparent from the sules and principles above noted that although the description of the property entitled to be demised is not required to be such as will set the property off by metes and bounds, it is required to be such as will serve to identify the property with reasonable certainty, with the aid, if need be, of such extrinsic facts as may be necessary to clear up any ambiguities that may arise from the written description. I have no hesitation in holding that within the rules and principles noted in the foregoing authorities the descriptions of the several properties entitled to be leased and demised by these respective leases are wholly defective; and for this reason said leases are herewith returned without my approval.

It is noted that in the lease of Mrs. A. V. Dickerson her signature is not witnessed. It is suggested that conformable to the rule in such cases that Mrs. Dickerson's signature be witnessed on the re-execution of her lease.

The leases above referred to are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.