

tenant so as to become a nuisance, and it is entirely at the tenant's option so to use them or not, and the landlord receives the same rent whether they are so used or not, the landlord cannot be made responsible for the act of his tenant."

Thus to answer your questions specifically, if the landlord rents or leases a plot of land to be used for tourist camp purposes, he may be held responsible for any infractions of the law. Of course, the fact that he may be held responsible for such infractions does not release the tenant from liability. On the other hand, if a plot of ground is leased and there is no purpose for which it is to be used designated or within the intention of the contracting parties, then if a lessee were to establish a camp, which, because of noncompliance with rule SE 18, became a nuisance, it is my opinion that the tenant should be proceeded against. However, if it could be shown that the landlord had notice of the maintenance of this nuisance, it is my opinion that he might also be proceeded against on the theory that by permitting the tenant to operate the camp, the landlord would be guilty of a continuing or a maintaining of a public nuisance.

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**OIL INSPECTION DEPARTMENT: Approval of bond to secure payment of oil inspection fees.**

May 14, 1937.

Hon. Presley J. L. Martin,  
 Chief Oil Inspector,  
 Department of Audit and Control,  
 State House,  
 Indianapolis, Indiana.

Dear Mr. Martin:

Your letter of May 12 has been received. You request an official opinion approving the form of bond enclosed and inquire whether your department can require all bonds given for inspection fees to be a uniform bond.

The bond, a copy of which has been submitted, is approved as to legality and form.

On the question as to whether the auditor would be authorized to require a uniform form of bond, I desire to say that

the statute provides simply that the bond shall be a good and sufficient bond payable to the State of Indiana in the amount fixed by the auditor within certain limitations. It is doubtful whether this provision goes to the extent of requiring a uniform bond to be used. In other words, the auditor is not charged with the duty of preparing the form of the bond and I think that any substantial compliance with the statute would be sufficient.

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**GOVERNOR'S OFFICE: Real estate, Lake County, State of Indiana has no title to same.**

May 15, 1937.

Mr. Dick Heller,  
Executive Secretary,  
Governor's Office,  
State House,  
Indianapolis, Indiana.

Dear Sir:

Receipt is acknowledged of your request dated April 23, 1937; the request being as follows:

"Hon. Omer Stokes Jackson,  
Attorney General of Indiana,  
Indianapolis, Indiana.

Dear Sir:

I understand that H. B. 178, which has become chapter 269 of the Acts of the 1937 General Assembly, authorizes the Governor to issue a patent or deed of conveyance to the American Smelting and Refining Company for certain meander lands located in Lake George in Lake County.

I am attaching an abstract of title to certain of these lands. Will you please give this office an official opinion as to what interest, if any, the State has in and to this real estate, which is in the name of the American Smelting and Refining Company, or Federated Metals Company.

Very truly yours,  
Dick Heller,  
Executive Secretary."