

2766.

APPROVAL, BONDS OF UPPER ARLINGTON VILLAGE, FRANKLIN COUNTY, OHIO—\$28,000.00.

COLUMBUS, OHIO, May 29, 1934.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2767.

APPROVAL, BONDS OF PAULDING COUNTY, OHIO—\$18,980.00.

COLUMBUS, OHIO, May 29, 1934.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2768.

APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED, ENCUMBRANCE RECORD NO. 8, AND CONTROLLING BOARD CERTIFICATE RELATING TO THE PROPOSED PURCHASE OF TWO TRACTS OF LAND IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, May 31, 1934.

HON. WILLIAM H. REINHART, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted to me for my examination and approval a corrected abstract of title, a warranty deed, your department copy of contract encumbrance record No. 8 and a Controlling Board certificate relating to the proposed purchase of two tracts of land in Mifflin Township, Pike County, Ohio, which are owned of record by the heirs of Timothy Hankins, deceased, and which are more particularly described as follows:

Beginning at the inter-section of the center line of the Main State Highway (No. 124, in 1934) from Latham to Sinking Springs with the common line of Timothy Hankins Heirs, Z. B. and Rachel Hughes, Asa Giffen, and James W. Holton farms, said inter-secting point is N. 12° 29' W., 34.29 feet from a concrete monument; thence S. 12° 29' E., 692.53 feet to a concrete monument at the common corner of the Asa Giffen, James W. Holton, and Timothy Hankins Heirs

farms; thence S. 77° 26' W., 250.75 feet to a concrete monument at the common corner of Arie S. Hemming Heirs, Timothy Hankins Heirs and Asa Giffen Heirs and Asa Giffen Farms; thence N. 34° 01½' W., 222.39 feet along the common line between Timothy Hankins Heirs and Arie S. Hemming Heirs farm; thence N. 30° 08' W., 340.05 feet to a concrete monument; thence N. 38° 38' W., 520.39 feet; thence N. 81° 53' W., 142.65 feet to the center of Lapperell Creek and the center of the State Highway No. 124; thence along center line of said Highway N. 81° 05' E., 93.84 feet; thence along center line S. 86° 56' E., 133.64 feet; thence along center line S. 76° 33' E., 100.14 feet said point is N. 16° 29' E., 30.0 feet from a concrete monument; thence S. 73° 31' E., 555.40 feet along the center line of the State Highway to the place of beginning and containing 8.31 acres, more or less; also beginning at the same point as in the 8.31 acre tract; thence N. 12° 29' W., 650.92 feet to a concrete monument; thence N. 73° 31' W., 590.16 feet to a concrete monument; thence S. 16° 29' W., 605.80 feet to a point; said point is S. 16° 29' W. 66.31 feet from a concrete monument; thence S. 24° 44' E., 53.50 feet to the center of Lapperell Creek and the center of the State Highway No. 124; thence along center line of said Highway, N. 81° 05' E., 93.84 feet; thence along center line S. 86° 56' E., 133.64 feet; thence along center line, S. 76° 33' E., 100.14 feet; said point is N. 16° 29' E. 30.0 feet from a concrete monument; thence S. 73° 31' E., 555.40 feet along the center line of the State Highway to the place of beginning and containing 10.00 acres, more or less; also beginning at a point in the west line of the above described 10.00 acre tract; said point being S. 16° 29' W., 66.31 feet from a concrete monument; thence N. 16° 29' E., 20.0 feet to the center line of the Lapperell Road which is a County Road; thence along said center line N. 72° 14' W., 400.10 feet; thence N. 64° 12' W., 253.34 feet; thence N. 41° 10' W., 355.11 feet; thence N. 18° 31' W., 109.86 feet; thence N. 8° 56' W., 132.85 feet; thence leaving center line of road, S. 81° 04' W., 100.0 feet; thence S. 8° 56' E., 141.23 feet to a concrete monument; thence S. 18° 31' E. 138.27 feet to a concrete monument; thence S. 41° 10' E. 395.52 feet to a concrete monument; thence S. 64° 12' E., 280.74 feet to a concrete monument; thence S. 72° 14' E., 409.36 feet to a point; thence N. 16° 29' E., 80.0 feet to the place of beginning, containing 3.00 acres, more or less.

NOTE: This is a 100.0 foot strip south of the center line of the Lapperell Road.

Also beginning at a point in the center line of the Lapperell Road and at the N. E. corner of the above described 3.00 acre tract; thence along the center line of the Lapperell Road, N. 16° 29' E., 125.77 feet; thence leaving center line of the road, S. 73° 31' E., 210.0 feet to a concrete monument; thence S. 16° 29' W., 195.77 feet to a monument; thence S. 44° 23' W., 206.38 feet to a monument described in the above 3.00 acre tract; thence N. 8° 56' W., 141.23 feet; thence N. 81° 04' E., 100.0 feet to the place of beginning, containing 1.00 acre, more or less. NOTE: This 1.00 acre tract surrounds the Spring known as Kincaid Springs.

Upon examination of the corrected abstract of title submitted, I find that Walter Hankins, Troy Hankins, Umber J. Hankins, W. M. Hankins, Laura Beekman, Pansy Beekman, Lena Knisley, and Nannie Turner, children and heirs at law of Timothy Hankins, deceased, own and hold this property as tenants in common, and that as such they have a good indefeasible fee simple title to the property subject only to the consummated dower interest of their mother, Nancy Hankins, to the inchoate dower interests of the respective spouses of such of said heirs as are married and to current taxes. The taxes on the above described property for the last half of the year 1933 and the undetermined taxes on the property for the years 1934 are unpaid and are a lien upon the property.

In this connection, I note that under date of September 17, 1919, Timothy Hankins and Nancy Hankins, his wife, executed an oil and gas lease to A. B. Wesloski and Company covering the above described lands, by which lease the lessee therein named was given the right to go in and upon said lands and to develop the same for oil or gas for a term of six months from the date of the lease and for so much longer as oil or gas might be produced in paying quantities on said lands, or the rent or royalty therein provided was paid. Thereafter, on October 25, 1919, this lease was assigned by A. B. Wesloski and Company to The New Cooperative Oil and Gas Company. There is nothing in the abstract to show that this lease has been surrendered or canceled. On the other hand, there is nothing in the abstract to show that anything was ever done by the lessee or by its assignee in the development of this land for oil and gas purposes, or that said companies or either of them ever performed any of the conditions of the lease upon their parts to be performed. And as to this, I am reliably informed that practically nothing was ever done by either of these companies in carrying out the provisions of the lease, but that on the contrary the conditions and obligations of this lease were violated by said companies, and that both of them have long since gone out of existence. However, before the transaction for the purchase of this property is closed by the delivery to the owners of a voucher and warrant covering the purchase price of this property, you should make further inquiry with respect to the oil and gas lease above referred to to the end that you may be certain that this lease is no longer an encumbrance upon the property.

Upon examination of the deed tendered by the above named owners as tenants in common of this property, I find that the same has been properly executed and acknowledged by each and all of said persons by Nancy Hankins who thereby releases her dower interest in this property to the state and by Hattie Hankins, Mae Hankins, Harry G. Beekman, Clarence Turner, Forrest Knisley and Mamie Hankins, the respective spouses of such of said owners as are married, who thereby released their respective inchoate rights of dower in and to this property. I further find, upon examination of the terms and provisions of this deed, that the same is legally sufficient to convey and to release to the State of Ohio the full fee simple title to the property now owned and held by the grantors above named, with a warranty upon the part of such owners that their title to the property conveyed is free, clear and unencumbered and that they will warrant and defend the same against all claim or claims of all persons whomsoever.

From an inspection of your department copy of contract encumbrance record No. 8, which has been submitted to me as a part of the files relating to the purchase of this property, I find that the same has been properly executed

and that there is shown thereby a sufficient unencumbered balance under appropriation item G-1 lands, to pay the purchase price of the above described property, which purchase price is the sum of \$5,000.00. It likewise appears from a recital in said contract encumbrance record as well as from a certificate of the Controlling Board submitted to me as a part of the files in this matter, that the purchase of this property has been approved by the Controlling Board and that sufficient money has been transferred by said Board from other available appropriated moneys for the use of your department to the item of G-1 lands to enable you to purchase this property.

Inasmuch as under the provisions of section 1435-1 and other related sections of the General Code the Conservation Council is the only constituted authority of the state which is empowered to purchase this property for the purpose intended by your department, you should be satisfied by satisfactory evidence available that the Conservation Council by resolution or other proper action has provided for the purchase of this property, before you issue any voucher in payment of the purchase price of this property. And this evidence of the action of the Conservation Council in the premises in the form of minutes of their resolution or other action providing for the purchase of the land should be made a part of the files relating to the purchase of this property, and be submitted to the Auditor of State before he is called upon to issue his warrant upon such voucher.

I am herewith returning to you said corrected abstract of title, warranty deed, contract encumbrance record No. 8, Controlling Board certificate and other files relating to this matter.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

2769.

APPROVAL—RESERVOIR LAND LEASE FOR THE RIGHT TO USE AND OCCUPY FOR COTTAGE SITE PURPOSES AND WATERFRONT—DANA D. REED.

COLUMBUS, OHIO, May 31, 1934.

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—The Chief of the Bureau of Inland Lakes and Parks has submitted to me for my examination and approval a reservoir land lease in triplicate, executed by the Conservation Commissioner to one Dana D. Reed of Millersport, Ohio. By this lease, which is one for a term of fifteen years and which provides for an annual rental of thirty-eight dollars, there is leased and demised to the lessee above named the right to occupy and use for cottage site purposes the inner slope and waterfront and the outer slope and borrow pit in the rear thereof, 127 feet in length, that is included in Embankment Lot No. 5, south of Lakeside, as laid out on the westerly embankment of Buckeye Lake by the Ohio Canal Commission in 1905, and being part of the southwest quarter of Section 22, Township 17, Range 18, Fairfield County, Ohio.