

certain leases executed by one H. A. Horn, one of which was then owned and held by the Preston Oil Company, and the other of which was executed to the Logan Natural Gas and Fuel Company. At the time of said former opinion both of said leases were outstanding and were encumbrances upon the title by which the A. C. & Y. Terminal Properties Company owned and held said property. It appears from the files submitted that one of said leases has been released by a quit claim deed properly executed by the Ohio Fuel Gas Company and by the Preston Oil Company to the A. C. & Y. Terminal Properties Company and that the other lease has been surrendered and duly canceled of record.

It does not affirmatively appear either from the certificate of title or from any of the other files submitted to me, that the taxes for the year 1930 are paid. Inasmuch, however, as the warranty deed tendered to the state of Ohio by the A. C. & Y. Terminal Properties Company contains a covenant that the property here in question is free and clear of all incumbrances except taxes and assessments payable in December, 1931, I assume that the taxes for the year 1930 have been paid by said company or that it expects to pay the same before the transaction for the purchase of this property by the state is closed. You should, of course, make proper inquiry with respect to the payment of said 1930 taxes before issuing the voucher of your department covering the purchase price of this property.

The undetermined taxes for the year 1931 are likewise a lien upon the property. In view of the form of the warranty clause in the deed of the A. C. & Y. Terminal Properties Company, above referred to, I assume that if no arrangement can be had to place this property upon the tax exempt list of the county duplicate, said taxes are to be paid by the state from funds at the disposal of your department.

I have examined the corrected warranty deed tendered to the state by the A. C. & Y. Terminal Properties Company and find that the same has been executed and acknowledged in the manner required by the laws of this state, and that the form of said deed is such that it is sufficient to convey said property to the state by fee simple title, free and clear of all incumbrances except, as above noted, taxes and assessments on said property, payable in December, 1931.

Encumbrance estimate No. 1019, as well as the certificate evidencing the release of the money covering the purchase price of said property, were passed upon by me and approved in the former opinion above referred to.

I am herewith returning to you with my approval, said certificate of title, corrected warranty deed, encumbrance estimate No. 1019, and other files submitted to me with your communication.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3248.

APPROVAL, LEASE FOR RIGHT TO USE FOR WALKWAY, LAWN,
DOCKLAND AND BOATHOUSE PURPOSES, WATER FRONT AT
BUCKEYE LAKE, OHIO—G. E. SCHENK—JESSE O. RIDENOUR.

COLUMBUS, OHIO, May 23, 1931.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from the Chief of the Bureau of Inland Lakes and Parks of the Division of Conservation in your department, submitting for my examination and approval a certain

reservoir land lease in triplicate executed by the state of Ohio through the Conservation Commissioner, by which there is leased and demised to G. E. Schenk and Jesse O. Ridenour of Thornville, Ohio, the right to use and occupy for walkway, lawn, dockland and boathouse purposes, that portion of the water front of Buckeye Lake, and state land in the rear thereof, that lies immediately in front of the following described real estate:

Being part of "Old Park Point" in the Northeast Quarter of Section 5, Town 18, Range 17, Thorn Township, Perry County, Ohio:

Beginning at the southeast corner of the said Northeast Quarter of Section 5; thence north along the east line of Section 5, 1683 feet to a point; thence at right angles to said section line, west, 91 feet to a point in the westerly line of a private right-of-way, said point being the true place of beginning; thence in a northerly direction, along the westerly side of said right-of-way, 252 feet to the southeasterly corner of a lot owned by William E. Travinger; thence westerly, along the southerly line of the said William E. Travinger's lot, 81 feet, to an iron pin, at the high water mark of Buckeye Lake; thence southerly along the high water mark of Buckeye Lake, 252 feet to a point; thence easterly, 80 feet, more or less, to the place of beginning; said tract containing seven, thirty-six-foot lots.

The lease here in question, which is one for a term of fifteen years and is subject to the conditions and restrictions usually found in leases of this kind, is for an annual rental of forty-two dollars, payable semi-annually.

This lease is one executed by the Conservation Commissioner under the authority of section 471, General Code, as amended by the 88th General Assembly, in the enactment of the Conservation Act. Upon examination of said lease, I find that the same has been properly executed by the parties thereto and that the same, as to its terms and provisions, is in conformity with the above mentioned and other sections of the General Code, relating to leases of this kind.

Said lease is accordingly hereby approved by me as to legality and form and I am herewith returning the same, together with the duplicate and triplicate copies thereof, with my approval endorsed thereon.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3249.

APPROVAL, LEASE FOR RIGHT TO USE FOR BOATHOUSE, DOCK-LANDING AND WALKWAY PURPOSES, WATER FRONT AT BUCKEYE LAKE, OHIO—ALBERT MANN—CLARA M. KAISER—MATILDA K. JOHNSTON—ELIZABETH KING.

COLUMBUS, OHIO, May 23, 1931.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from the Chief of the Bureau of Inland Lakes and Parks of the Division of Conservation in your department, submitting for my examination and approval a