

3297.

STATUS, ABSTRACTS OF TITLE AND OTHER INSTRUMENTS, STATE OF OHIO, THROUGH CONSERVATION COMMISSIONER, DESCRIBED PARCELS OF LAND, CATAWBA AND PUT-IN-BAY ISLANDS, OTTAWA COUNTY, OHIO, HELD BY THE UNITED FISHERIES COMPANY, BANKRUPT, THROUGH PROCEEDINGS IN UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF OHIO, WESTERN DIVISION, PURCHASE PRICE, \$17,050.00, FOR PARK AND DOCK PURPOSES.

COLUMBUS, OHIO, November 30, 1938.

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

DEAR SIR: You have submitted for my examination and approval certain abstracts of title and continuations, trustee's deed, contract encumbrance record No. 30 and other files relating to the purchase by the Conservation Council for and in the name of the State of Ohio of certain parcels of land on Catawba and Put-in-Bay Islands in Ottawa County, Ohio, which parcels of land and the appurtenances thereunto belonging were lately owned and held by The United Fisheries Company, Bankrupt, and which are being acquired by the State pursuant to proceedings for the sale of this property instituted by the trustee in bankruptcy of said company in the United States District Court for the Northern District of Ohio, Western Division. The parcels of land here in question are described in the deed which has been tendered to the State of Ohio by John C. Wohler, trustee in bankruptcy of said company, as follows:

PARCEL No. 1. Situated in the Township of Catawba Island, Ottawa County, Ohio, and known as and being Lot Number Four (4) according to a partition in the Court of Common Pleas, Fractional Section Number Eleven (11) Township Number Seven (7), Range Number Seventeen (17), being the southeast corner of said Fractional Section, containing six (6) acres of land.

PARCEL No. 2. Situated in the Township of Catawba, County of Ottawa and State of Ohio and known as and being a piece of land containing 1.14 acres in the Northeast fraction of Section 14 of Township 7, north of Range 17, together with the dock connected therewith and being the same 1.14 acres described in the deed from B. F. Dwelle and wife to the Second

National Bank of Sandusky, Ohio, dated February 19, 1895 and recorded in Volume 49, at page 85 of the record of deeds of said Ottawa County, Ohio; except that part thereof heretofore conveyed to Mary Grosh by G. W. Snyder by Warranty Deed recorded in Volume 64 of Deeds at Page 537.

PARCEL No. 3. Situated in the County of Ottawa, State of Ohio, township of Put-in-Bay and being a lot or parcel of land in the main part of the aforesaid island of South Bass in Lake Erie, one of the group of islands composing the aforesaid township of Put-in-Bay, which parcel of land is bounded and described as follows:

Commencing in the center of the county road that connects the two principal docks on the said main part of said South Bass Island, one rod easterly of its inception at the west dock so-called; thence easterly along the center of said dock 11 chains and 75 links to a stake; thence northerly 9 chains and 12 links to another stake; thence westerly and parallel with the said county road 11 chains and 25 links to the lake shore, thence along said lake shore to the northerly one of the two shore corners of intersection of the said dock and county road to the place of beginning, containing ten acres (10) and forty-three one-hundredths ($43/100$) acres, being the same more or less, as per survey made by Ernest Franck, County Surveyor, in the year 1860. Said parcel of land now known as Lot No. Eighteen (18), and range north of county road on the map record surveyed by Ernest Franck, Surveyor aforesaid, which map is deposited at the office of the County Auditor, Ottawa County, Town of Port Clinton, together with all the hereditaments and appurtenances thereunto belonging.

The premises aforesaid were formerly known as the "John Stone" property.

Together with all right, title and interest in and to a certain dock built and located on said property, but it is hereby expressly stipulated that the title to said dock is not warranted.

Upon examination of the abstracts of title and continuations thereof submitted to me, I find that The United Fisheries Company had a good merchantable title to the above described tracts of land and that it owned and held the same free and clear of all encumbrances except certain unpaid taxes, assessments, penalties and interest, all of which were set up as a claim against said company in the bankruptcy proceedings above referred to and which will be paid out of the proceeds of the sale of this property.

Upon examination of a transcript of the proceedings in the bankruptcy court relating to the sale of the above described property which was bid in for and in the name of the State of Ohio by an authorized representative of the Conservation Division, I find said proceedings to be in all respects regular and that the deed tendered to the State of Ohio by the above named trustee in bankruptcy has been properly executed and acknowledged by said trustee, acting under the authority of the order of sale made by said bankruptcy court and of the further order of said court confirming the sale of this property to the State of Ohio. I further find that the form of this deed is such that upon the acceptance of the deed the same will be effective to convey the above described property and the appurtenances thereunto belonging to the State of Ohio by fee simple title free and clear of all encumbrances except the undetermined taxes on the property for the year 1938, the lien of which taxes will, of course, become merged and lost in the title by which the State will own and hold the property under this deed.

Contract encumbrance record No. 30, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and there is shown thereby a sufficient balance in the appropriation account to the credit of the Conservation Division to pay the purchase price of the above described property, which purchase price is the sum of \$17,050.00. In this connection, it is further noted that at a meeting of the Controlling Board under date of September 12, 1938, said Board approved the purchase of this property and, acting under the authority of Amended Senate Bill No. 369, transferred from the fishing license fund, appropriated to the credit of the Conservation Division, a sufficient amount of money to pay the purchase price of this property.

The above described property was purchased by the Conservation Council for and in the name of the State of Ohio for park and dock purposes under the authority conferred upon the Conservation Council for this purpose by Section 472, General Code. The purchase of property by the Conservation Council under the authority of this section of the General Code is subject to the approval of the Attorney General. I have indicated my approval of the purchase of this property by endorsing the same upon the deed above referred to.

On the considerations above noted, I am approving the purchase of this property by the Conservation Council, as well as the title to the property purchased and the deed and other files which have been submitted to me for my examination and approval; all of which files are herewith returned to you for your further action in closing the transaction for the purchase of this property by the issue of a proper voucher covering the purchase price of the property. This voucher and the Auditor's warrant in the amount above stated should be made out in

the name of John C. Wohler, Trustee in Bankruptcy of The United Fisheries Company, Bankrupt.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3298.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, FOR BOARD OF TRUSTEES, MIAMI UNIVERSITY, OXFORD, OHIO, WITH NOLTE-TILLAR BROS. CONSTRUCTION COMPANY, INC., CINCINNATI, OHIO, GENERAL WORK, WEST WING TO CHEMISTRY BUILDING, TOTAL EXPENDITURE, \$42,844.00.

COLUMBUS, OHIO, November 30, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between Nolte-Tillar Bros. Construction Company, Inc., of Cincinnati, Ohio, as set forth in Item 1 of them Form of Proposal dated November 2, for the Board of Trustees of Miami University, Oxford, Ohio, for the construction and completion of Contract for General Work for a project known as West Wing to Chemistry Building, Miami University, Oxford, Ohio, as set forth in Item 1 of the Form of Proposal dated November 2, 1938, which contract calls for the total expenditure of forty-two thousand eight hundred and forty-four dollars (\$42,844.00).

You have also submitted the following papers and documents in this connection: Encumbrance record No. 1699, dated November 8, 1938, estimate of cost, division of contract, notice to bidders, proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the American Bonding Company of Baltimore, its power of attorney for the signer, its financial statement and its certificate of compliance with the laws of Ohio relating to surety companies, the recommendations of the State Architect and Engineer, Board of Trustees and Director of Public Works, Controlling Board release, approval of award by PWA, letter of certification from the Auditor of State showing that the necessary papers and