

cient in amount to pay the rental under this lease for the month of June, 1937. This is a sufficient compliance with the provisions of Section 2288-2, General Code. This lease is accordingly approved by me and the same is herewith returned to you.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

765.

APPROVAL—ABSTRACT OF TITLE WARRANTY DEED, AND
CONTRACT ENCUMBRANCE RECORD RELATING TO
LAND IN SCIOTO COUNTY, OHIO, AND OWNED BY
JAMES MORGAN AND ISOM MORGAN.

COLUMBUS, OHIO, June 22, 1937.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural
Experiment Station, Columbus, Ohio.*

DEAR SIR: You have recently submitted for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 47, relating to the purchase of two certain tracts of land which are now owned of record by James Morgan and Isom Morgan in Scioto County, Ohio. The first tract of land here referred to is one of 15.30 acres, is located in Union Township in said county, is a part of Survey No. 15436, and is described by metes and bounds in the warranty deed hereinafter referred to. The second tract of land here in question is one of 99.70 acres, is located in Brush Creek Township in said county, is a part of Survey No. 15757, and is likewise described by metes and bounds in said deed.

Upon examination of the abstract of title relating to these two tracts of land, which abstract of title is certified by the abstracter under date of April 3, 1937, I find that as of said date James Morgan and Isom Morgan, as tenants in common, had a good merchantable fee simple title to this property, subject only to the lien of taxes hereinafter referred to and subject to a certain mineral lease executed by James Morgan and Isom Morgan to one C. B. Dutiel under date of September 23, 1920. Under this lease, which was assigned the same day by the lessors therein named to The Shale and Oil Development Company, the leasee or his assigns were granted the right to the oil, gas, shale and other minerals in and under 284 acres of land owned by the lessors in Survey No. 15737.

Inasmuch as the term of this lease is not stated in the abstract and there is nothing therein to show what developments for oil, gas or other minerals was made by said company under the lease, I am unable to state whether this lease is in effect or whether the same has been abandoned. In any event, the lease has not been canceled of record and the same is hereby noted as a possible encumbrance upon this property.

From the abstract of title, it appears that the taxes for the year 1936 on the 99.70-acre tract of land above referred to are a lien thereon. It appears further that the taxes on the 15.30-acre tract of land for the year 1936 are unpaid and are a lien upon this property. The amount of these taxes is stated as \$1.70 upon an entry of 30 acres which I assume includes the 15.30-acre tract of land here in question. It may be further observed in this connection that the undetermined taxes for the year 1937 are a lien upon both these tracts of land. Subject only to the exceptions above noted, the title of James Morgan and Isom Morgan to the tracts of land above referred to are approved as is the abstract of title relating to the same.

Upon examination of the warranty deed tendered by James Morgan and Isom Morgan, both of whom are unmarried, I find that this deed has been properly executed and acknowledged by said grantors and that the form of the deed is such that the same is legally sufficient to convey these tracts of land by full descriptions thereof to the State of Ohio by fee simple title with a covenant of warranty on the part of said grantors that the property thereby conveyed to the State is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 47, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the rotary fund in the hands of the Treasurer of State to the credit of the Division of Forestry of the Ohio Agricultural Experiment Station to pay the purchase price of this property, which purchase price is the sum of \$735.15.

The purchase price of the property being paid out of said rotary fund established under House Bill No. 571 enacted by the 91st General Assembly in special session, no approval of this purchase by the Controlling Board was or is necessary.

I am herewith returning said abstract of title, warranty deed and contract encumbrance record No. 47, together with other files relating to the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.