

763.

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

COLUMBUS, OHIO, June 22, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 46, relating to the proposed purchase by the State of Ohio, through the Board of Control of the Ohio Agricultural Experiment Station, of a tract of land which is owned of record by one James Morgan in Union Township, Scioto County, Ohio. This tract of land, which consists of 24.91 acres and which is a part of Survey No. 15757, is more particularly described by metes and bounds as follows:

Beginning at a concrete boundary marker of State of Ohio, Division of Forestry and a white oak stump well rotted, a corner in the West line of Survey No. 15757 and a common corner of 22 acres and 11 acres lots owned by J. and I. Morgan; thence North $58^{\circ} 19'$ East 1678.79 feet, crossing a hill, passing the edge of an old orchard, following a stone fence for about two hundred feet, crossing a branch then up a slope, to a concrete boundary marker of State of Ohio, Division of Forestry, North corner of a 300 acre tract of State of Ohio; thence North $48^{\circ} 28\frac{1}{2}'$ West 1234.24 feet down hill to a stake on the East bank of the road and a new corner; thence with new line South $26^{\circ} 11\frac{1}{2}'$ West 627.39 feet following the road to a stake on the East bank of the creek, a stone called for; thence South $11^{\circ} 19'$ West 1159.52 feet following the edge of the slope to the beginning, containing 24.91 acres.

Upon examination of the abstract of title relating to the above tract 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 had a good merchantable fee simple title to the above described tract of land and that he owned and held the same free and clear of all encumbrances ex-

cept the lien of taxes hereinafter referred to and except a certain mineral lease executed by Isom Morgan and James Morgan to one C. B. Duteil under date of September 23, 1920. By the terms of this lease which was assigned on the same day by C. B. Duteil to The Shale and Oil Development Company, the lessee or his assigns were granted the right to the oil, gas, minerals and shale in and under a tract of 284 acres of land which was then owned by the lessors in Brush Creek and Union Townships, Scioto County, Ohio. It is probable that this mineral lease covered the tract of land here in question and inasmuch as the term of said lease is not stated in the abstract and there is nothing to show what developments for oil, gas or other minerals was made by said company under this lease, I am unable to say whether the same is now in effect or whether it has been abandoned. In any event, the lease is not canceled of record and the same is here noted as a possible encumbrance upon the property.

It appears from the abstract of title that the taxes on this property for the year 1936, amounting to the sum of \$1.39, are a lien upon the property. In this connection, it is noted that the undetermined taxes for the year 1937 are likewise a lien upon the property.

Subject only to the exceptions above noted, the title of James Morgan in and to this tract of land is hereby approved as is the abstract of title relating thereto.

Upon examination of the warranty deed tendered by said James Morgan, who is unmarried, I find that the same has been properly executed by said grantor and that the form of this deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by fee simple title with a covenant of warranty that the same is thus conveyed to the State free and clear of all encumbrances whatsoever.

Contract Encumbrance Record No. 46, relating to the purchase of this tract of land, 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 said property, which purchase price is the sum of \$174.37.

Inasmuch as the purchase price of this property is to be paid from said rotary fund which is a fund established under the authority of House Bill No. 571 enacted by the 91st General Assembly in special session, no approval of the purchase of this property by the Controlling Board was or is necessary. I am herewith returning to you said abstract of title, warranty deed and contract encumbrance record No. 46 for

your further attention in closing the transaction for the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

764.

APPROVAL—LEASE OF OFFICE SPACE IN CANTON, OHIO,
EXECUTED TO THE STATE OF OHIO FOR USE BY THE
DEPARTMENT OF INDUSTRIAL RELATIONS AND THE
INDUSTRIAL COMMISSION OF OHIO.

COLUMBUS, OHIO, June 22, 1937.

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

DEAR SIR: You have submitted for my examination and approval a certain lease executed by Minnie M. Renkert and D. J. Renkert, of Canton, Ohio, Executors for the estate of Harry S. Renkert, deceased, in and by which there are leased and demised to the State of Ohio, acting through you as Director of the Department of Public Works, certain premises for the use of the Department of Industrial Relations and the Industrial Commission.

By this lease, which is one for a term of one year, six months and thirty days commencing June 1, 1937, and ending December 31, 1938, and which provides for the rental for said term of \$1900.00, payable in monthly installments of \$100.00 each (Industrial Commission \$61.50; Department of Industrial Relations \$38.50), there are leased and demised to the State for the use of the above named departments certain premises on the ninth floor of the Renkert Building, situated on a part of Lot No. 7 at the northeast corner of Market Avenue, N., and Third Street, N. E., in the city of Canton, Ohio, and more particularly described as being Rooms Nos. 925-931, inclusive.

This lease has been properly executed by Minnie M. Renkert and D. J. Renkert, Executors for the Estate of Harry S. Renkert, deceased, and has been accepted by the State of Ohio, as lessee, acting through you as director of the Department of Public Works.

The lease is accompanied by contract encumbrance records Nos. 37, 47 and 32, which have been executed in proper form and which show that there are unencumbered balances in the appropriation account suffi-