

610.

ABSTRACT OF TITLE, DEED, ETC.—PURCHASE BY STATE  
FROM CHARLES VALLERY, DESIGNATED LAND, BEN-  
TON TOWNSHIP, PIKE COUNTY, FOR OHIO AGRICUL-  
TURAL EXPERIMENT STATION.

COLUMBUS, OHIO, May 18, 1939.

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 commu-  
nication with which you submit for my examination and approval an ab-  
stract of title, warranty deed, contract encumbrance record No. 75 and  
other files relating to the purchase of a tract of land which is owned of  
record by one Charles Vallery in Benton Township, Pike County, Ohio,  
and which is more particularly described as follows:

Being part of Survey No. 14560 and the East one-half of  
100 acres sold by G. C. Brown to D. C. Breckenridge the Deed  
for which is recorded in Volume 57 at page 102 of the Deed  
Records of Pike County, Ohio. And by a recent Survey is  
bounded and described as follows:

Beginning at a marked Elm the North West corner of  
H. A. Mitchell's 20 acre tract; thence North 19-22 West, 846.91  
feet to a stake; thence North 64-30 East, 429.11 feet to a stake  
by a marked twin Lynn on the East edge of the road, South  
West corner of a 30 acre tract owned by Lee Pulver; thence  
North 26-27 West, 3223.73 feet to a stake at the East edge of  
the road, North West corner of 75 Acre tract owned by M. Gas-  
tineau; thence South 63-05 West, 738.90 feet to a stake in the  
South line of J. N. Deiner 70 Acre tract and North 63-05 East,  
109.17 feet from a stone marked W; thence South 26-27 East,  
4246.56 feet to a stake in the West line of H. A. Mitchell's 20  
acre tract and North 20-05  $\frac{1}{2}$  East, 296.89 feet from a marked  
stone, the South West corner of H. A. Mitchell's 20 acre tract;  
thence North 20-05  $\frac{1}{2}$  East, 284.25 feet to the beginning con-  
taining 60.03 Acres.

Upon examination of the abstract of title submitted to me, I find  
that said Charles Vallery has a good and indefeasible fee simple title to  
the above described tract of land and that he owns and holds the same  
free and clear of all encumbrances except the taxes on this property for  
the last half of the year 1938, amounting to \$2.50, and except the unde-

terminated taxes on the property for the year 1939. These taxes are a lien upon the property.

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

Upon examination of contract encumbrance record No. 75, I find that said instrument has been properly executed and that there is shown thereby a sufficient balance in the rotary fund in the hands of the State Treasurer, provided for under sections 1173-2, et seq., General Code, to pay the purchase price of this property, which purchase price is the sum of \$300.15.

The abstract of title, warranty deed, contract encumbrance record and other files relating to the purchase of this property are hereby approved and the same are herewith returned for your further attention in closing the transaction for the purchase of this property by the issue of voucher covering the purchase price of the property.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

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611.

LEASE—STATE TO THE PHILIP CAREY MANUFACTURING COMPANY, DESIGNATED PORTION, MIAMI AND ERIE CANAL, LOCKLAND, HAMILTON COUNTY.

COLUMBUS, OHIO, May 18, 1939.

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

DEAR SIR: You have submitted for my examination and approval a canal land lease in triplicate executed by the State of Ohio, acting through you as Superintendent of Public Works and as Director of said department, to The Philip Carey Manufacturing Company of Lockland, Ohio.

By this lease, which is one for a stated term of ninety-nine years, renewable forever, and which provides for an annual rental of \$171.00 during the first fifteen-year period of the term of the lease, which annual rental is six per cent of the sum of \$2850.00, the present appraised value of the property covered by the lease, there is leased and demised to the lessee above named the right to occupy and use for general business pur-