

of Ohio and the Department of Industrial Relations of the State of Ohio, as lessees, by which there is leased to said lessees certain premises in the Duttenhofer Building at the southwest corner of Sixth and Sycamore Streets in the city of Cincinnati, Ohio, said premises being designated as Room 53 on the fifth floor of said building.

By this lease, which is apparently one for the use of the Department of Industrial Relations of the State of Ohio, the premises above described are leased and demised for a term of two years commencing on the 1st day of January, 1937, and ending on the 31st day of December, 1938, at an annual rental of \$1200.00, payable in monthly installments of \$100.00 each.

Although this lease, as above indicated, is by its terms one made to your department and to the Department of Industrial Relations, the lease is quite properly accepted by you in the name of the State of Ohio, Department of Public Works, and from all of the provisions of the same I think that the interest of the State of Ohio as the real lessee is sufficiently indicated.

The lease has been properly executed by the lessor and inasmuch as the provisions of the lease are such as are proper in an instrument of this kind and do not in any wise contravene the laws of the state, I find that the lease substantially complies with the requirements of law with respect to leases of this kind.

I note in this connection that contract encumbrance record No. 6, which accompanies the lease, shows that there are moneys available, unencumbered for other purposes, sufficient in amount to pay the rentals on this lease for the months of January and February, 1937.

I am, accordingly, approving this lease and herewith return the same to you.

Respectfully,

HERBERT S. DUFFY.

Attorney General.

166.

APPROVAL—ABSTRACT OF TITLE, ETC. FOR TRACT OF
LAND IN JOHNSON TOWNSHIP, CHAMPAIGN COUNTY,
OHIO.

COLUMBUS, OHIO, February 25, 1937.

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

DEAR SIR: You have submitted for my examination and approval

an abstract of title, warranty deed, contract encumbrance record No. 17 and other files relating to the purchase of a tract of land in Johnson Township, Champaign County, Ohio, in connection with the Kiser Lake Project. This tract of land, which is owned of record by Thurman P. Horney and Lenore Horney, is more particularly described as follows:

Beginning at a point where the center line of Mosquito Creek crosses the west line of Section 22, Johnson Township, Champaign County, Ohio, T. 3 E., R. 12 N., this point is N. $0^{\circ} 45' W.$, 1240.5 feet from the S. W. corner of the N. W. $\frac{1}{4}$ of Section 22 thence N. $0^{\circ} 45' W.$, 294.92 feet to a point; thence N. $89^{\circ} 56' E.$, 665.42 feet to a point; thence S. $1^{\circ} 22' E.$, 65.3 feet to a point; thence N. $90^{\circ} E.$, 2001.55 feet to a point which is the common corner of Emma R. Mahan, T. P. & L. Horney and Geo. R. Kiser farms; thence S. $1^{\circ} 16' N.$, 1179.0 feet to the center of Mosquito Creek; thence N. and W. with the center line of the creek to the place of beginning, containing 41.28 acres, more or less. This tract is the tract of land deeded to T. P. Horney, et al., by Harley Mahan et al., and recorded in Deed Book No. 118 Page No. 425, of the Champaign County Recorders Office. As per new survey by Ohio Department of Conservation.

Upon examination of the abstract of title which is certified by the abstracter under date of January 30, 1937, I find that said Thurman P. Horney and Lenore Horney have a good merchantable fee simple title to this property and that the same is free and clear of all liens and encumbrances other than the following which are here noted as exceptions to the title in and by which Thurman P. Horney and Lenore Horney own and hold this land:

1. It appears that the taxes on this property for the year 1936, amounting to the sum of \$30.12, are unpaid and are a lien upon the property.

2. On November 17, 1923, Harley Mahan and Ola Mahan, who were then the owners of record of the above described property, executed a mortgage on this property to the Federal Land Bank of Louisville to secure the payment of a promissory note of even date therewith

in the sum of \$2,000.00 with interest thereon at eight percent. This mortgage is not canceled of record and the same is a lien upon the property to the extent of the amount remaining unpaid upon the note secured thereby. Needless to say, provision should be made for the payment and cancellation of this mortgage before the transaction is closed for the purchase of this property by your department for the state.

3. On December 18, 1931, Thurman P. Horney and Lenore Horney, his wife, executed an instrument in deed form to the State of Ohio in and by which said grantors conveyed to the state an easement on a small tract of .067 of an acre of land for the purpose, apparently, of effecting a change in the channel of Mosquito Creek. This abstract does not indicate what, if anything, has been done under this easement and, of course, I am not advised as to how, if at all, this easement will affect the use which you now desire to make of this property.

4. On December 18, 1931, Thurman P. Horney and Lenore Horney executed an instrument in deed form in and by which they conveyed to the State of Ohio an easement for highway purposes in a tract of .026 of an acre of land included within that above described. I am not advised from the abstract as to what, if anything, has been done by the State Highway Department or by any other department of the state government pursuant to this easement. In this connection, I assume that you or your engineers and agents in charge are familiar with the matter here referred to and likewise with that referred to in exception No. 3 above noted. And they are here mentioned only because in legal contemplation they stand as encumbrances upon the property.

Subject only to the exceptions above noted, the title of Thurman P. Horney and Lenore Horney in and to this land and the abstract of title exhibiting the same are hereby approved.

The warranty deed tendered by Thurman P. Horney and Lenore Horney has been properly executed and acknowledged and the form of the deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title free and clear of the dower interest which each of these grantors has in the undivided interest of the other, with a covenant that the property thereby conveyed to the State of Ohio is free and clear of all encumbrances whatsoever. This deed is therefore approved both as to execution and form.

Contract encumbrance record No. 17 has been properly executed and acknowledged and the same shows that as of the date thereof, to wit, December 22, 1936, there was a sufficient unencumbered balance in the appropriation account to the credit of the Bureau of Lakes and Parks in your Division to pay the purchase price of this property, which purchase price was and is the sum of \$5,230.06. I likewise find

from a recital contained in this contract encumbrance record, as well as from a copy of the certificate of the Controlling Board, that the purchase of this property has been approved by the Controlling Board and that the money necessary to pay the purchase price of this and other properties to be acquired in connection with the Kiser Lake Project has been released for this purpose.

In conclusion, it is noted that the Conservation Council, acting by resolution under the authority conferred upon it by the provisions of Section 472, General Code, has authorized and provided for the purchase of this property. Inasmuch as under the provisions of this section of the General Code land so purchased by the Conservation Council for purposes of the kind here in question are subject to the approval of the Attorney General, such approval is hereby given, as is evidenced by my approval endorsed upon the deed in and by which this property is to be conveyed to the State of Ohio.

I am herewith returning to you for your further action in the premises, said abstract of title, warranty deed, contract encumbrance record No. 17 and the other files submitted to me for my examination in connection with the purchase of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

167.

CONTRACT BETWEEN BOARD OF PUBLIC WORKS AND OHIO POSTAL TELEGRAPH-CABLE COMPANY SUCCESSOR TO MERCHANTS TELEGRAPH CO. IS REVOCABLE LICENSE, WHEN—SUCCESSOR, NO LEGAL RIGHT TO MAINTAIN LINES ON OHIO CANAL LANDS—OUSTED HOW—LEASE.

SYLLABUS:

The agreement made and entered into by and between the Board of Public Works and The Merchants Telegraph Company under date of May 19, 1887, by which said company was permitted to erect and maintain a telegraph line, including poles and other fixtures, along and adjacent to the towing path of the Ohio Canal between the cities of