

Upon examination of the abstract of title submitted, which is certified by the abstractor under date of May 5, 1930, I find that said Charles A. Hammond has a good and indefeasible title to the above described property, free and clear of all encumbrances except as follows:

1. On October 13, 1910, one James Smelts, being then the owner of the above described property, executed and delivered to The Central Contract & Finance Company a lease on the above described premises for oil and gas purposes, for a term of ten years from the date of said lease and so long thereafter as gas or oil might be produced thereon. The stated term of said lease has expired by limitation of time and said lease is not effective unless gas or oil is produced upon the premises under said lease, in which case under the terms of said lease the same would continue in effect until surrendered, provided said lessee complied with the provisions of said lease by payment of the rentals and royalties therein provided for. There is nothing in the transcript to show that this lease has been surrendered. From the fact that a later oil and gas lease on these premises was surrendered by the lessee therein named, I infer that no oil and gas was ever produced under the lease here in question and that the same is not now in effect. However, as above noted, there is nothing in the abstract showing the facts in regard to this matter.

2. The taxes for the last half of the year 1929, due and payable in June, 1930, in the amount of \$14.09, are unpaid and a lien upon said property. Likewise, the taxes for the year 1930, the amount of which is as yet undetermined, are a lien on said property.

Upon examination of the warranty deed submitted by said Charles A. Hammond, who is a widower, I find that the same has been properly executed and acknowledged, and that as to its form said deed is sufficient to convey to the State of Ohio a good fee simple title to the above described property, free and clear of all encumbrances excepting the taxes due and payable on and after June 20, 1930.

An examination of encumbrance estimate No. 133 shows that the same has been properly certified and executed and that there are sufficient balances in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$1,350.00. It likewise appears that the necessary money to pay the purchase price of the above described property has been released by the Board of Control acting under authority of Section 11 of House Bill 510, passed by the 88th General Assembly.

I am herewith returning said abstract of title, warranty deed, encumbrance estimate No. 133, Controlling Board certificate and other files relating to the purchase of the above described property.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2016.

APPROVAL, TEN LEASES TO PARCELS OF LAND ADJACENT TO
WATERS OF INDIAN LAKE.

COLUMBUS, OHIO, June 23, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You will find enclosed herewith certain reservoir land leases, ten in number, which, together with a number of other reservoir land leases, you have submitted for my examination and approval.

By the enclosed leases above referred to, which have been executed by the Conservation Commissioner, there are leased and demised to the respective lessees therein named, subject to the conditions and restrictions therein provided, and for terms of fifteen years each, certain parcels of land adjacent to the waters of Indian Lake, which parcels of land are more particularly described in said respective leases.

The leases here in question, designated with respect to the names of the respective lessees therein and the appraised valuations of the several parcels of land covered by said leases, are the following:

<i>Lessee.</i>	<i>Valuation.</i>
Clay E. Harmon and Lena Harmon-----	\$400.00
Clay E. Harmon and Lena Harmon-----	516.67
Clay E. Harmon and Lena Harmon-----	1,083.34
Clay E. Harmon and Lena Harmon-----	350.00
Clay E. Harmon and Lena Harmon-----	833.34
Frank Hoberhauer-----	500.00
P. W. Hayo-----	100.00
Anabel Hill-----	666.67
James T. Johnston-----	350.00
H. L. Johnston-----	100.00

Each and all of the above mentioned leases are executed under the authority of Section 471, General Code, as amended by the Conservation Act, passed by the 88th General Assembly.

Upon examination of the provisions of said leases, I find that the same are in conformity with the provisions of said section of the General Code and with other statutory provisions relating to leases of this kind.

Said leases, and each of them are accordingly hereby approved by me as to their legality and form, which approval is evidenced by my authorized signature on said leases, and upon the duplicate and triplicate copies thereof.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2017.

APPROVAL, FOUR GAME REFUGE LEASES.

COLUMBUS, OHIO, June 23, 1930.

HON. J. W. THOMPSON, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted the following leases granting the use of premises to the State for State Game Refuge purposes for the term of five years:

<i>No.</i>	<i>Grantor.</i>	<i>Acres.</i>
2070	John G. Miller,, Lucas County, Richfield Township-----	80
2071	Clarence W. Miller, Lucas County, Richfield Township-----	80
2072	Katherine Scherzer, Lucas County, Spencer Township-----	20
2073	Lena Raab, Lucas County, Spencer Township-----	20