

it prefers to lease for a term of fifteen (15) years, or multiples thereof up to ninety (90) years, with the right of renewal thereof for any portion of said abandoned canal property within its corporate limits, providing application therefor is made to the superintendent of public works within one year from the date at which this act becomes effective.

"If such municipality does not apply for such a lease within the time limit herein stipulated, the abutting property owner or owners shall then have the first right to purchase or lease, as the superintendent of public works may deem for the best interests of the state, the abutting canal lands, within such municipality upon the same terms as the municipality might have obtained the same, and if the abutting land owners neglect to purchase or lease said abutting canal lands, they may then be sold or leased by the superintendent of public works, upon the same terms, to any one desiring the same."

In view of your action upon the application of said railroad company for the purchase of this property, and your approval of same, I assume that the village of Baltimore has not made any application to your department for either the purchase or lease of this property; and that you are authorized to sell this property to the railroad company upon its application under the second paragraph of section 4 of said act above quoted.

It appears from the transcript of your findings and proceedings before me that the valuation placed by you upon this property is \$600.00 and that this is the amount which is to be paid by the railroad company for said property. This valuation, I am advised, is that upon which the railroad company is paying to the state an annual rental under the terms of the lease of said property now held by it.

Upon consideration of your findings and proceedings relating to the sale of the property here in question, I find no reason to question your authority to make this sale under the terms of the act of the legislature above quoted; and for this reason I am hereby approving the legality of your proceedings relating to the sale of this property as is evidenced by my approval endorsed upon the transcript of said proceedings and upon the duplicate copy thereof.

Respectfully,

GILBERT BETTMAN,

Attorney General.

3392.

APPROVAL, ABSTRACT OF TITLE TO LAND OF J. H. FITE IN JEFFERSON TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, July 1, 1931.

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

DEAR SIR:—This is to acknowledge the receipt of a recent communication from your department, enclosing for my examination and approval, an abstract of title, warranty deed, encumbrance estimate No. 805, certificate of the Board of Control, and other files relating to the proposed purchase by the State of Ohio of a certain tract of land in Jefferson Township, Adams County, Ohio, which tract of land is owned of record by one J. H. Fite, and is more particularly described as follows:

"Beginning at a Chestnut Oak and White Oak, original corner to William Lawrence's Survey No. 16019; thence N. 65 deg. E. 53 1/5 poles to a stone, Beech and White Oak; thence N. 17 deg. E. 153 poles to a stone and White Walnut, on the E. bank of Slate Fork at the foot of the hill; thence W. 69 poles to a stone in the North line of 16019, Lantz's corner; thence S. 66 deg. W. 93 poles to a stone (originally two Chestnut Oaks); thence N. 74 1/2 deg. W. 18 poles to a stake in the West line of said Survey, near a Hickory; thence S. 9 deg. W. 60 1/2 poles to a large Poplar and Hickory; thence S. 36 deg. W. 22, 4 poles to a stake in a line of original Survey No. 16019; thence with Gregg's lines reversed, S. 52 deg. E. 9.7 poles to a Black Oak; thence S. 55 1/2 deg. E. 8.7 poles to a Black Oak; thence S. 64 1/2 deg. E. 8 poles to a large White Oak; thence S. 59 deg. E. 56 poles to the beginning, containing One Hundred Twelve Acres, more or less, being part of Survey No. 16019, saving and excepting Two acres, sold to Rilla Evans, leaving a total of One Hundred Ten Acres of land."

Upon examination of the abstract of title submitted, I find that said J. H. Fite has a good and indefeasible fee simple title to the above described real property, free and clear of all encumbrances except the undetermined taxes on said property for the year 1931.

An examination of the warranty deed tendered to the State by said J. H. Fite, shows that the same has been properly executed and acknowledged by him; and that said deed, by its terms and provisions conveys the above described property to the state by fee simple title, with a warranty contained therein that said property is free and clear of all encumbrances whatsoever.

Encumbrance estimate No. 805, which has likewise been submitted to me and which is a part of the files relating to the purchase of the above described property has been properly executed and acknowledged and the same shows an unencumbered balance in the appropriation account sufficient in amount to pay the purchase price of said property, which purchase price is the sum of \$550.00.

It is likewise noted, from the certificate of the Board of Control submitted to me that the purchase of the property here under investigation, has been approved by the Board of Control, and that the amount of money necessary to pay the purchase price of this property has been released by said board.

I am herewith returning to you with my approval, said abstract of title, warranty deed, encumbrance estimate No. 805, certificate of the Board of Control and other submitted files relating to the purchase of the above described property.

Respectfully,

GILBERT BETTMAN,

Attorney General.

3393.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN TOWNSEND
TOWNSHIP, SANDUSKY COUNTY, OHIO.

COLUMBUS, OHIO, July 2, 1931.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from your department over the signature of the conservation commissioner submitting