

2817.

APPROVAL, CERTAIN WATER LEASE TO THE FIRESTONE PARK LAND COMPANY OF AKRON, OHIO, FOR THE RIGHT TO CONNECT A PIPE OR WEIR WITH THE LEVEL OF THE TUSCARAWAS FEEDER OF THE OHIO CANAL.

COLUMBUS, OHIO, June 12, 1934.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a certain water lease in triplicate executed by you under the authority of sections 14009 and 431, General Code, to the Firestone Park Land Company of Akron, Ohio. This lease, which is one for a stated term of five years, grants and demises to the lessee above named the right to connect a pipe or weir with the level of the Tuscarawas Feeder of the Ohio Canal at the Krumroy Dam on the Tuscarawas River and to take therefrom water for the purpose of sprinkling lands owned by the lessee, for a period of six months in each and every year during the term of the lease, upon an annual rental to be paid therefor of \$288.00, payable in semiannual installments.

Upon examination of this lease, I find that the same has been properly executed by you as Superintendent of Public Works and as Director of said Department and by the Firestone Park Land Company by the hand of its president pursuant to the authority of a resolution of the board of directors of said company.

I also find, upon examination of the provisions of this lease and of the conditions and restrictions therein contained, that the same are in conformity with the provisions of the sections of the General Code above noted, and with other statutory enactments relating to leases of this kind. I am accordingly approving this lease as to legality and form, as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2818.

APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED AND OTHER FILES RELATING TO THE PROPOSED PURCHASE OF A TRACT OF LAND IN TUSCARAWAS TOWNSHIP, STARK COUNTY, OHIO—STATE OF OHIO.

COLUMBUS, OHIO, June 13, 1934.

HON. O. W. MERRELL, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a corrected

abstract of title, warranty deed and other files relating to the proposed purchase by the State of Ohio of a tract of land in Tuscarawas Township, Stark County, Ohio, which is owned of record by one Mary Jarvis Rider and which is more particularly described in Opinion No. 2782, directed to you under date of June 6, 1934.

Upon examination of the corrected abstract of title and other files submitted to me, I find that by the quit claim deed executed by Sarah Jarvis Pumphrey and husband to Mary Jarvis Rider, June 7, 1934, by the affidavits of Sarah Jarvis Pumphrey executed the same date and made a part of the abstract and by other information now contained in the corrected abstract of title and in the report of Mr. Curtis of your department, the objections to the title of Mary Jarvis Rider in and to this property noted in my former opinion, above referred to, have been obviated. And upon this corrected abstract of title and other pertinent files submitted, I find that Mary Jarvis Rider has a good indefeasible fee simple title in and to said tract of land free and clear of all encumbrances except the inchoate dower interest of her husband, Fred H. Rider, and except the taxes on the 18-acre tract of land, of which the tract here in question is a part, amounting to \$60.05 and the undetermined taxes for the year 1934, all of which taxes are a lien on this property.

Upon examination of the warranty deed tendered by Mary Jarvis Rider, I find that the same has been properly executed and acknowledged by said grantor and by her husband, Fred H. Rider, who therein expressly releases his right and expectancy of dower in and to this property. I further find, upon examination of this deed, that the form of the same is such that it is legally sufficient to convey said tract of land by proper description by metes and bounds to the State of Ohio with a full and unconditional warranty that the property conveyed is free from all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 1433, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$2663.00.

I likewise find, from a recital to this effect contained in said contract encumbrance record, as well as from the certificate of the Controlling Board, that this Board under date of May 15, 1934, approved the purchase of the property here in question for use by the state highway patrol in your department for the construction thereon of a radio broadcasting station and barracks.

I am accordingly herewith returning with my approval said corrected abstract of title, warranty deed, contract encumbrance record No. 1433, Controlling Board certificate and other files relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,

Attorney General.