

3371.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTY AS RESIDENT DISTRICT DEPUTY DIRECTOR OF HIGHWAYS—FRAYNE L. COMBS.

COLUMBUS, OHIO, June 29, 1931.

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

DEAR SIR:—You have submitted a bond in the penal sum of \$5,000.00, upon which the name of Frayne L. Combs appears as principal and The Fidelity and Casualty Company of New York appears as surety. Said bond is conditioned to cover the faithful performance of the duties of the principal as Resident District Deputy Director of Highways.

Finding said bond to be in proper legal form, I have approved the same as to form and return it herewith.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

3372.

DISAPPROVAL, LEASE TO LAND OF C. L. BRUBAKER AND MAUD BRUBAKER IN SOMERS TOWNSHIP, PREBLE COUNTY, OHIO, FOR GAME REFUGE PURPOSES.

COLUMBUS, OHIO, June 29, 1931.

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

DEAR SIR:—You have submitted a lease wherein C. L. Brubaker and Maud Brubaker grant to the State for a term of five years, 193 acres of land situated in the Township of Somers, County of Preble and State of Ohio, for state game refuge purposes.

Said lease is being returned herewith without my approval, for the reason that the grantors have not signed said lease individually, and for the further reason that there was only one witness to the signature.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

3373.

APPROVAL, ABSTRACT OF TITLE TO LAND OF THE WESTERN OHIO FISH & GAME ASSOCIATION IN ST. MARYS TOWNSHIP, AUGLAIZE COUNTY, OHIO.

COLUMBUS, OHIO, June 29, 1931.

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

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed, and encumbrance record No. 2 relating to the proposed purchase of three tracts of land situated in St. Marys Township, Auglaize County, Ohio, which tracts of land are owned in record by The Western Ohio Fish & Game Association, and which are more particularly described as follows:

“That part of the north half ( $\frac{1}{2}$ ) of the northeast quarter ( $\frac{1}{4}$ ) of Section Seventeen (17), Town Six (6) South, Range Four East, begin-

ning at a point, marked by an iron pin, which is Seventy-five (75) feet east of the inner face of the concrete revetment wall of Lake St. Marys, and Fifty-two (52) feet north of the inner face line of north wall of Feeder Lock at east end of Lake St. Marys; thence North 21° 10' east, three hundred and forty-six (346) feet to an iron pin; thence South 82° 55' east Two Hundred and fifty-seven and five-tenths (257.5) feet to an iron pin; thence South 21° 10' west, Four Hundred and fourteen and nine-tenths (414.9) feet to an iron pin; thence North 67° 25' West, Two Hundred and fifty and seventeen hundredths (250.17) feet to the place of beginning, the same being Two Hundred and fifty (250) feet wide measured at right angles, and containing Two and eighteen-hundredths (2-18/100) acres of land, more or less.

Also that part of the North half ( $\frac{1}{2}$ ) of the Northeast quarter ( $\frac{1}{4}$ ) of Section Seventeen (17), Town Six (6) South, Range Four (4) East, St. Marys Township, Auglaize County, Ohio, beginning at a point marked by an iron pin, which is seventy-five (75) feet east of the inner face of concrete revetment wall of Lake St. Marys, and three hundred and ninety-eight (398) feet north of the inner face line of north wall of Feeder Lock at east end of Lake St. Marys; thence North 20° 56' east, six hundred and sixteen and eight-tenths (616.8) feet to an iron pin on the North line of said Section Seventeen (17); thence South 85° 02' east with said Section line, Two Hundred and sixty (260) feet to a stake; thence South 20° 56' west, Six Hundred and twenty-seven and seven-tenths (627.7) feet to an iron pin; thence North 82° 55' west two hundred and fifty seven and five-tenths (257.5) feet to a place of beginning, the same being 250 feet wide, measured at right angles, and containing Three and fifty-seven hundredths (3 57/100) acres of land, more or less.

Also that part of the Southeast quarter ( $\frac{1}{4}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of Section Eight (8), Town Six (6) South, Range Four (4) East, St. Marys Township, Auglaize County, Ohio, beginning at a point in the Section line between sections Seventeen (17) and Eight (8), which point is marked by an iron pin, which is Seventy five (75) feet measured at right angles from the inner face of concrete revetment wall of Lake St. Marys; thence North 20° 56' east, Four Hundred and fifty (450) feet to an iron pin; thence South 69° 04' east, Two hundred and fifty (250) feet to an iron pin; thence South 20° 56' West, Three Hundred and seventy-eight and five-tenths (378.5) feet to a stake; thence North 85° 02' west, Two hundred and sixty (260) feet to the place of beginning, and containing Two and Thirty-eight Hundredths (2.38) acres of land, more or less."

Upon examination of the abstract of title submitted, I find that there are a number of irregularities in the early history of the title to several larger tracts of land, including in whole or in part the tracts of land here under investigation. However, on account of the great lapse of time which has occurred since these irregularities appeared in the chain of title to this property, any exceptions based upon such irregularities may be safely waived; and I am of the opinion that The Western Ohio Fish & Game Association, a corporation, has a good merchantable fee simple title to the above described real estate, free and clear of all encumbrances except a certain mortgage and the taxes on said property herein mentioned.

On May 28, 1927, the Western Ohio Fish & Game Association, then as now

the owner of record of the property here in question, executed a mortgage on said property to The First National Bank of St. Marys, Ohio, to secure its promissory note of even date therewith in the sum of \$445.00. It does not appear that this mortgage is cancelled of record, and the same to the extent of the amount of money remaining unpaid upon the promissory note secured by said mortgage is a lien upon this property.

From said abstract of title which is certified by the abstracters under date of February 25, 1931, it appears that the taxes for the first half of the year 1930, which were payable in December 1930, are paid, but that the taxes for the last half of the year 1930, which are due and payable in June 1931 and which amount to the sum of \$4.55, are unpaid and are, of course, a lien upon the property. The undetermined taxes for the year 1931 are likewise a lien upon this property.

Before the purchase of this property is closed by the acceptance of the deed therefor from the Western Ohio Fish & Game Association and the delivery of the warrant covering purchase price of said property, you should see that there is an adjustment of the mortgage and tax liens above mentioned; and you should also ascertain before closing the transaction for the purchase of this property that no other liens have accrued against this property since the date of the certification of the abstract of title, which date, as above noted, was February 25, 1931.

Upon examination of the warranty deed tendered to the State of Ohio by The Western Ohio Fish & Game Association, a corporation, I find that said deed has been properly executed by said association by the hands of its president and secretary acting under the authority of a resolution duly adopted by the board of directors of said association. Upon examination of said deed, I further find that the terms and provisions of the deed are such that upon delivery thereof the same will be effective to convey the above described property to the State of Ohio by fee simple title with the warranty that this property is free and clear from all encumbrances whatsoever.

Upon examination of encumbrance record or estimate No. 2, above referred to, I find that the same has been properly executed and approved and that there is a sufficient balance in the proper appropriation account to pay the purchase price of the above described property, which purchase price is the sum of \$1200.00. In this connection it is noted that said encumbrance record carried the recital that the purchase of this property was approved by the board of control by proper action under date of April 6, 1931.

I am herewith returning to you with my approval said abstract of title, warranty deed, and encumbrance record No. 2.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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3374.

APPROVAL, BONDS OF AKRON CITY SCHOOL DISTRICT, SUMMIT  
COUNTY, OHIO—\$10,000.00.

COLUMBUS, OHIO, June 29, 1931.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*