

provisions of Section 8546-2, General Code. In addition to this, the right of any holder to enforce this mortgage either by foreclosure or ejectment is now barred by the respective fifteen year and twenty-one year limitations prescribed by the general statute of limitations in this state.

2. On July 11, 1926, said Howard G. Barton executed and delivered to the Ohio Fuel and Gas Company, a deed by way of easement granting to said Ohio Fuel and Gas Company a right of way in and upon and across said lands for the purpose of enabling said company to lay and maintain a pipe line. It appears that pursuant to the authority of this deed the Ohio Fuel and Gas Company has laid about ten rods of pipe in the most rugged and broken part of this land.

3. On April 27, 1927, Howard G. Barton, et al., heirs of William S. Barton, deceased, executed an oil and gas lease on said premises to the Hope Construction and Refining Company. This lease by its terms expires April 16, 1929.

4. On June 18, 1923, Howard G. Barton executed and delivered to the Logan Gas Company an instrument in writing granting to said company the right to lay pipe lines and to erect telephone poles in and upon said tract of land. This instrument which was recorded in the lease records of said county is not cancelled of record. The abstract does not contain sufficient information to enable me to ascertain whether said Howard G. Barton had any authority to execute this instrument.

5. On June 15, 1923, said Howard G. Barton executed and delivered to the Ohio Fuel and Gas Company an instrument in writing granting to said company the right to lay pipe lines and to erect telephone poles on said premises. This instrument which was recorded in the lease records of said county has not been cancelled of record. The abstract does not disclose the authority of Howard G. Barton to execute this instrument.

6. There is nothing in the abstract to show that the taxes for the year 1928 have been paid. These taxes if unpaid are, of course, a lien on the premises.

I have examined the warranty deed signed by Howard G. Barton, Elizabeth Lloyd, Laura Allen and Anna R. Porterfield, and their respective spouses, and find the same to be properly executed and acknowledged, and to be in form sufficient to convey to the State of Ohio a fee simple title to said premises, free and clear of all incumbrances whatsoever except the oil and gas lease above mentioned.

The incumbrance estimate relating to the purchase of this tract of land has been properly executed and shows that there is a sufficient balance in the proper appropriation account to pay the purchase price of this land. The controlling board certificate submitted to me likewise shows that the money to pay the purchase price of this land has been released for this purpose by said board of control.

I am herewith enclosing said abstract of title, warranty deed, incumbrance estimate and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

225.

APPROVAL, LEASE TO LAND IN ADAMS TOWNSHIP, LUCAS COUNTY,
FOR THE USE OF THE TOLEDO STATE HOSPITAL.

COLUMBUS, OHIO, March 22, 1929.

HON. H. H. GRISWOLD, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication sub-

mitting for my examination and approval a certain lease in triplicate, executed by Emma R. and Louise E. Knerr to you as Director of the Department of Public Welfare, whereby there is leased and demised to you in your official capacity aforesaid certain lands aggregating 67 acres in Adams Township, Lucas County, Ohio. Under the provisions of this lease these lands are to be cultivated and used in connection with The Toledo State Hospital and the rental to be paid during the term of said lease, which is one year from the 1st day of March, 1929, is one-half of all crops raised on said lands, which you agree to purchase from the lessors at the full wholesale market value of said crops in the field at the time of harvest.

On examination of the lease submitted, I find that the same is within the authority granted to you as the successor in power of the State Board of Administration, under the provisions of Section 1848, General Code. Said lease being otherwise in proper form and according to law, the same is hereby approved. My approval is endorsed on said lease and the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

226.

APPROVAL, BONDS OF NAVARRE VILLAGE SCHOOL DISTRICT, STARK COUNTY—\$96,000.00.

COLUMBUS, OHIO, March 22, 1929.

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

227.

APPROVAL, BONDS OF WILLOUGHBY TOWNSHIP, LAKE COUNTY, OHIO—\$25,200.00.

COLUMBUS, OHIO, March 22, 1929.

Industrial Commission of Ohio, Columbus, Ohio.

228.

APPROVAL, WARRANTY DEED AND ENCUMBRANCE ESTIMATE TO TRACTS OF LAND OF FOREST E. ROBERTS IN BENTON TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, March 22, 1929.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication transmitting for my examination and approval warranty deed, encumbrance estimate No.