

271.

APPROVAL, ABSTRACT OF TITLE TO LAND OF EDJEL C. LUTZ, IN
THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO.

COLUMBUS, OHIO, April 6, 1929.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication transmitting for my examination and approval corrected abstract and corrected deed form, relating to a tract of land in the city of Urbana, Champaign County, Ohio, owned of record by one Edjel C. Lutz, and which is more particularly described in Opinion No. 238, directed to you under date of March 25, 1929.

An examination of the corrected abstract of title submitted, shows that said Edjel C. Lutz has a good and merchantable fee simple title to this property, free and clear of all encumbrances whatsoever.

An examination of the deed form submitted shows that the same has been corrected to meet the objections of this department noted in said former opinion, and the same is hereby approved. It is noted that the deed has not yet been executed by said Edjel C. Lutz, and it is suggested that before the transaction with respect to the purchase of this property is closed, this department be given an opportunity to examine said deed with reference to the matter of its execution and acknowledgment.

The encumbrance estimate and the controlling board certificate relating to the purchase of this property were approved in the former opinion of this department above referred to.

I am herewith enclosing said corrected abstract and corrected deed form.

Respectfully,

GILBERT BETTMAN,
Attorney General.

272.

APPROVAL, LEASE TO MIAMI AND ERIE CANAL LANDS IN THE VIL-
LAGE OF FORT LORAMIE, SHELBY COUNTY, OHIO.

COLUMBUS, OHIO, April 6, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You recently submitted for my examination and approval a lease in triplicate executed by you as superintendent of public works and as director of said department, by which, under the authority of Sections 15 and 18 of the act of March 25, 1925, 111 O. L. 208, you have leased and demised to W. J. Borchers a parcel of abandoned Miami and Erie Canal lands in and adjacent to the village of Fort Loramie, Shelby County, Ohio, and which parcel of land is more particularly described in said lease.

From an examination of this lease, I find that the only question of any import presented by the provisions thereof, is that arising with respect to the renewal clause in said lease. As to this, it will be noted that the lease is one for a stated term of fifteen years with the provision "that the grantee herein, his heirs, administrators and assigns, shall have the option of a renewal of this lease at the expiration of the same, subject to the re-appraisal of said canal property."