

1995.

APPROVAL, ABSTRACT OF TITLE TO LOT OF LOUISE SCHREYER  
AND BENJAMIN SCHREYER, IN THE CITY OF COLUMBUS, FRANK-  
LIN COUNTY, OHIO.

COLUMBUS, OHIO, June 16, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate No. 259, all relating to Lot No. 27 of R. P. Woodruff's Subdivision of the south half of the south half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition to the City of Columbus, Ohio, as the same is numbered and delineated upon the recorded plat of said addition, of record in Plat Book 3, p. 421, Recorder's office, Franklin County, Ohio.

Upon examination of the abstract of title submitted, which is certified by the abstracter under date of May 26, 1930, I find that Louise Schreyer and Benjamin Schreyer, a minor, have a good and indefeasible fee simple title to the above described lot, subject to the consummated dower interest of Cora Schreyer, the mother of said Louise Schreyer and Benjamin Schreyer, above named, and the widow of Benjamin Schreyer from whom the said property came by devise.

The abstract further shows proper proceedings in the probate court of Franklin County, Ohio, by which Cora Schreyer, as the guardian of Benjamin Schreyer, the minor above mentioned, is ordered and directed to convey all the right, title and interest of said Benjamin Schreyer in and to said lot, to the said Louise Schreyer. There has now been submitted to me as a part of the files relating to the purchase of this property by the State of Ohio, a deed properly executed by Cora Schreyer, as guardian of Benjamin Schreyer, conveying this property and all of the right, title and interest of said Benjamin Schreyer therein to Louise Schreyer. There has likewise been submitted to me a quit claim deed properly executed by Cora Schreyer, which conveys to said Louise Schreyer all of the right, title and interest in said property which said Cora Schreyer had by way of dower interest in said property. Both of said deeds above mentioned were executed and delivered on the 31st day of May, 1930.

With the deeds above mentioned, said Louise Schreyer tenders to the State of Ohio a warranty deed properly executed and acknowledged conveying this property to the State of Ohio. I am of the opinion that this deed as to form and execution is such that it will convey to the State of Ohio a fee simple title to the above described property free and clear of all encumbrances and outstanding interests whatsoever, except the taxes and assessments due and payable on and after December 1, 1930.

It appears from said abstract that the taxes for the last half of the year 1929, amounting to \$3.45, and which are due and payable in June, 1930, are unpaid and are a lien upon said property. The taxes for the year 1930, the amount of which is undetermined, are likewise a lien upon said property.

As a part of the files relating to the proposed purchase of the property above described, there has been submitted to me Encumbrance Estimate No. 259. This encumbrance estimate has been properly executed and the same shows there are sufficient balances in the proper appropriation account to pay the purchase price of this property, said purchase price being the sum of \$375.00. It also appears that the money necessary to pay the purchase price of this property has been released by the action of the Board of Control.

I am herewith returning to you with my approval said abstract of title, the deed of Cora Schreyer as guardian of Benjamin Schreyer to Louise Schreyer, the deed of Cora Schreyer (widow) to Louise Schreyer, and the deed of Louise Schreyer (unmarried) to the State of Ohio, also Encumbrance Estimate No. 259.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

1996.

APPROVAL, LEASE FOR RIGHT TO USE AND OCCUPY FOR COTTAGE SITE, DOCK-LANDING AND BUSINESS PURPOSES ONLY, STATE RESERVOIR PROPERTY IN INDIAN LAKE—E. W. STUMPP, RUSSELLS POINT, OHIO.

COLUMBUS, OHIO, June 17, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a certain reservoir land lease in triplicate, executed by the Conservation Commissioner of the State of Ohio by which there is leased and demised to one E. W. Stumpp, of Russells Point, Ohio, for a term of fifteen (15) years, and subject to the conditions and restrictions therein prescribed, the right to use and occupy for cottage site, dock-landing and business purposes only, the state reservoir property in Indian Lake, between the easterly line of the Orchard Island Road and the westerly line of the dredged channel between Orchard and Fox Islands that lies between the southerly line of the Orchard Islands, Inc. property, as surveyed by C. W. Miller, July 30, 1929, and a line one hundred and fifty (150) feet southerly therefrom, being a rectangular tract of land approximately one hundred and fifty (150) feet long, and one hundred and fifty (150) feet wide, and containing twenty-two thousand five hundred (22,500) square feet, more or less.

The lease here in question which provides for an annual rental of ninety-six dollars (\$96.00), the same being six per cent (6%) upon the sum of sixteen hundred dollars (\$1600.00), the appraised valuation of the property leased, is executed by the Conservation Commissioner under the authority of amended Senate Bill No. 131 as enacted by the 88th General Assembly (113 O. L. 551), and particularly under the provisions of Section 471, General Code, as amended in said act which in terms authorizes the Conservation Commissioner to lease such lands in or adjacent to Indian Lake as he may deem proper under the laws governing the leasing of canal lands.

An examination of the provisions of this lease shows that the same is in conformity with the provisions of the act of the General Assembly above referred to and with other statutory provisions applicable to leases of this kind. Said lease is accordingly approved by me as to legality and form, as is evidenced by my authorized signature on said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned to you.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*