

to said John G. Tate a mortgage in and for the sum of \$450.00 on this lot and on lot 6 of said subdivision to secure his promissory note of even date therewith, in the amount above stated. On January 3, 1929, this mortgage was assigned by the mortgagee to one Jesse Spira, who is now apparently the owner and holder of the same. This mortgage is not satisfied of record and the same is likewise a lien upon said lot to the extent of the amount remaining unpaid thereon and on the note secured by said mortgage.

5. The taxes for the year 1928, amounting to \$24.63, together with the penalty thereon, are unpaid and a lien upon said lot. Likewise the undetermined taxes for the year 1929 are a lien on said property.

As above noted, there has been submitted to me a deed form of a deed to be executed by said George W. Hardiman, conveying the lot here under investigation to the State of Ohio. This deed form, which has not yet been executed as a deed by said George W. Hardiman, covers not only the lot here under investigation but lots 6 and 9 of Critchfield and Warden's said subdivision, as well, and the form of said deed is such that when the same is signed and otherwise properly executed by said George W. Hardiman, it will be effective to convey to the State of Ohio a fee simple title to the lot here under investigation, as well as lots 6 and 9 of said subdivision. Care should be taken, of course, to see that before the purchase price of these lots is paid said deed is signed and otherwise properly executed.

From encumbrance estimate No. 5640, it appears there are sufficient balances in a proper appropriation account to pay the purchase price of said lot No. 8, as well as of lots Nos. 6 and 9 of said subdivision, and in this connection I may add that there has been presented to me a copy of a resolution adopted by the Controlling Board, under date of August 5, 1929, releasing from the appropriation made for the purchase of these and other lots and properties desired by the State of Ohio, for the use of the Ohio State University, the sum of \$25,000.00.

In addition to the mortgages and other liens noted as exceptions to the title of George W. Hardiman to the lot here under investigation, you are advised that if said premises are in the possession of any person or persons other than said George W. Hardiman, the purchaser of this property will be charged with knowledge of any rights that such person or persons in possession of said premises may have in and to said premises, whatever said rights may be.

I am herewith returning said abstract of title, warranty deed form and encumbrance estimate.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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1011.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE W. HARDIMAN IN CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 9, 1929.

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, a warranty deed form and encumbrance estimate No. 5640, relating to Lot No. 6 of Critchfield and Warden's Subdivision of the south half of the north half of Lot No. 278 of R. P. Woodruff's Agriculture College addition to the city of Co-

lumbus, Ohio, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 4, p. 234, of the recorder's office at Columbus, Ohio. Upon examination of the abstract of title submitted with respect to this property, I find that George W. Hardiman, the record owner of this lot, has a good merchantable title to the same, subject to the following exceptions:

1. On December 4, 1924, said George W. Hardiman, then as now an unmarried man, executed a mortgage on this lot to the Dollar Building and Loan Company to secure his promissory note in and for the sum of \$700. This mortgage is not canceled of record, and the same to the extent of the amount unpaid thereon is a lien upon the premises here under investigation.

2. On July 10, 1928, said George W. Hardiman executed and delivered to one L. C. Chavis a mortgage on this property to secure a promissory note of that date in the sum of \$240. This mortgage was on the same date assigned by the mortgagee to one Charles W. Starks. The mortgage here in question has not been released of record and the same is a lien upon said property to the extent of the amount unpaid upon said mortgage.

3. On December 7, 1928, said George W. Hardiman executed and delivered a mortgage on this lot to one John G. Tate to secure the payment of a promissory note of even date with such mortgage in the sum of \$450. This mortgage has not been released of record and the same is likewise a lien upon this property to the extent of the amount unpaid thereof.

4. On June 7, 1929, one Borris Gref filed a mechanics lien against the property here under investigation on a claim against said George W. Hardiman in the sum of \$45.00 for labor and material furnished in and for the construction and improvement of a dwelling house on said lot. Said mechanics lien to the amount of said claim and interest thereon is a lien on the property.

5. It appears from the abstract that the taxes for the year 1928 are paid. The undetermined taxes for the year 1929 have not, of course, been paid and the same are a lien upon the property.

In addition to the exceptions to the title of George W. Hardiman above noted in and to the property here under investigation, it should be noted that if said premises are in the actual possession of any person or persons other than said George W. Hardiman, any purchaser of said property is, under the law, charged with knowledge of the rights of such person or persons in possession, whatever such rights may be.

There has been submitted for my examination a deed form of a warranty deed to be executed by said George W. Hardiman. This deed has not yet been signed or otherwise executed, but the same is in form sufficient when signed by said George W. Hardiman and acknowledged and otherwise properly executed by him to convey a fee simple title to the particular lot here under investigation, together with Lots 8 and 9 of said subdivision, to the State of Ohio. The deed form contains a covenant that the premises are free and clear from all encumbrances whatsoever except taxes and assessments due and payable on and after June, 1930. I infer from this that the mortgages and other liens above noted as exceptions to Mr. Hardiman's title to this lot are to be paid off out of the purchase price of this lot and the other two lots above mentioned which are to be conveyed to the State of Ohio by said deed when the same is properly executed.

Encumbrance Estimate No. 5640, which has been submitted to me as part of the files in this matter shows that an appropriation was made by the 88th General Assembly to the Ohio State University in the sum of \$55,000.00 under the heading "Additions and betterments—lands", which appropriation covers the purchase of the lot here under investigation, as well as other lots in said subdivision, the purchase of which is contemplated.

This encumbrance estimate likewise shows that there are sufficient balances in

said appropriation account to pay said purchase price of this and the other two lots above mentioned.

In connection with said appropriation, there has been submitted to me a copy of a resolution adopted by the Controlling Board under date of August 5, 1929, releasing from said appropriation the sum of \$25,000.00 for the purpose of purchasing the lot here under investigation, as well as other lots and properties desired for the use of Ohio State University.

I am herewith returning to you said abstract of title, warranty deed form and encumbrance estimate.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

1012.

## APPROVAL, SIX GAME REFUGE LEASES.

COLUMBUS, OHIO, October 9, 1929.

HON. J. W. THOMPSON, *Division of Fish and Game, Columbus, Ohio.*

DEAR SIR:—You have submitted the following leases relating to state game refuge:

<i>No.</i>	<i>Lessor</i>	<i>Acreage</i>
2054	William M. Stitt, Wood County, Liberty Township-----	200
2034	Robert G. McConnell, Warren County, Washington Township----	190
2029	J. M. Squibb, Guernsey County, Cambridge Township-----	80
2028	Ray Bates, Guernsey County, Cambridge Township-----	125
2030	J. M. Squibb, Guernsey County, Cambridge Township-----	160
2035	Bruce Fisher, Warren County, Washington Township-----	100

I have found the above leases to be in proper legal form and am returning them herewith with my approval endorsed thereon as to form.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

1013.

## DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE W. HARDIMAN IN CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 9, 1929.

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

DEAR SIR:—This is to acknowledge receipt of an abstract of title, warranty deed form and encumbrance estimate No. 5640, relating to the proposed purchase of Lot No. 9 of Critchfield and Warden's subdivision of the south half of the north half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition, as the same is num-