

I am herewith returning said abstract of title, warranty deed and contract encumbrance record No. 50, together with other papers relating to the purchase of this property.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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1004.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT ENCUMBRANCE RECORD RELATING TO THE PURCHASE OF LAND IN FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, August 11, 1937.

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

DEAR SIR: You have recently submitted for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 53, relating to the purchase of a tract of land containing 287.80 acres, which is now owned of record by L. Clara Smith and Cora B. O'Harra, located in the Township of Franklin, County of Ross, State of Ohio, said tract of land being all of Survey No. 13473 and parts of Surveys Nos. 10726, 3041, 10727 and 13441, Virginia Military District. Said tract of land is described by metes and bounds in the warranty deed hereinafter referred to.

Upon examination of the abstract of title relating to this tract of land, which abstract of title is certified by the abstractor under date of July 3, 1937, I find that said Cora B. O'Harra and L. Clara Smith had a good merchantable fee simple to this property, subject to the tax lien for 1937.

It appears that under date of January 17, 1920, one John T. Gill and his wife conveyed to one David Bonawitz the property in question, which conveyance was recorded properly among the Deed Records of Ross County, Ohio, and which appears to be a land contract covering a period of thirteen years from 1920. Contained in the abstract to the property in question are affidavits of Cora B. O'Harra and L. Clara Smith that the said David Bonawitz or any one claiming under him has never claimed any right, title or interest in and to these premises nor has he or any one claiming under him been in possession of the premises or any

part thereof since the execution of the above mentioned conveyance, and that no rental or royalty has ever been paid to Cora B. O'Harra of L. Clara Smith and no well was ever drilled under and by virtue of the terms of a certain oil and gas lease executed by David Bonawitz to The Wilson Run Oil and Gas Company dated September 17, 1920, and properly recorded in the Lease Records of Ross County, Ohio. It appears that the land contract became forfeited for non-payment and the oil and gas lease above referred to became invalid by reason of the land contract becoming invalid.

Subject to the exceptions as above noted, the title of Cora B. O'Harra and L. Clara Smith to the premises as above referred to is approved as is the abstract of title relating to the same.

Upon examination of the warranty deed tendered by Cora B. O'Harra and L. Clara Smith, both of whom are widows, I find that the deed has been properly executed and acknowledged by the said grantors and that the form of the deed is such that the same is legally sufficient to convey the above referred to tract of land by full description contained in the deed to the State of Ohio by fee simple title with a covenant of warranty on the part of said grantors that the property conveyed to the State of Ohio is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 53, which has been submitted as a part of the papers relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the rotary fund in the hands of the Treasurer of State to the credit of the Division of Forestry of the Ohio Agricultural Experiment Station to pay the purchase price of this property, which is \$2014.60. The purchase price of the property being paid out of said rotary fund established under House Bill No. 571 enacted by the 91st General Assembly, no approval of this purchase by the Controlling Board was or is necessary.

I am therefore returning said abstract of title, warranty deed and contract encumbrance record No. 63, together with other papers relating to the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*