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DISCUSSION OF ABSTRACTS OF TITLE TO LAND IN DELAWARE COUNTY OWNED BY THE COLUMBUS, DELAWARE AND MARION ELECTRIC RAILROAD COMPANY, ETC.

COLUMBUS, OHIO, July 21, 1936.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted abstracts prepared by Guthery, Strelitz and Guthery, Attorneys, Marion, Ohio, inquiring as to the authority of the Columbus, Delaware and Marion Electric Company to convey to the state for highway purposes the premises described on pages 1 to 10, inclusive, 24 to 74, inclusive, 253 to 258, inclusive, and 262 to 272, inclusive, of an abstract of the properties in Franklin County, and on pages 1 to 10, inclusive, 18 to 34, inclusive, 103, 104 and 120 to 254, inclusive, of an abstract of the property in Delaware County. The abstracts are partial ones beginning with conveyances made for traction right of way purposes to the immediate predecessors in title of the Columbus, Delaware and Marion Electric Company engaged in electric railway transportation, namely:

1. The Columbus, Delaware and Marion Electric Railroad Company.
2. The Columbus, Delaware and Marion Railway Company.
3. Receivership of The Columbus, Delaware & Marion Railway Co.
4. Ralph H. Beaton.
5. Anton F. van Deirse.

For the purposes of this examination, no attempt will be made to check the descriptions set forth in the instruments of conveyance, for the reason that your department is in position to accurately determine the same.

After an examination of the abstract with reference to the land located in Franklin County, it is believed that the Columbus, Delaware and Marion Electric Company has sufficient title to the lands referred to therein, except as to the following:

On page 33, wherein Lida D. Wheaton is shown as grantor, a clause is contained which requires the grantee, its successors and assigns to erect and "forever maintain along the line between the real estate herein conveyed and the grantor's real estate, a suitable fence." Said instrument also contains a provision with reference to maintaining a passage way

over and across its tracks. It is believed that the covenants hereinbefore referred to run with the land and the state would be bound by the same. You therefore should determine to what extent, if any, these covenants will affect the use of the land for state purposes or the cost of maintenance thereof.

On page 37, wherein Rufus Carpenter is shown as grantor, a covenant is contained which requires the grantee, its successors and assigns to "construct and continuously maintain a good and substantial wire fence along the East line of the premises hereinafter conveyed." The clause also provides for a substantial swinging gate at the south end and a bridge over the ditch, etc. It therefore will be necessary for you to examine thoroughly the provisions of said deed with reference to the covenant to maintain a fence and other objects and determine to what, if any, extent compliance therewith will affect the state's interests in accepting the conveyance with such conditions attached.

On page 38, in the instrument in which Thomas Lisenby and Mayme Lisenby are named as grantors, the following clause is contained: "said strip of land is conveyed for the purpose of constructing, maintaining and operating an electric street railroad, it being understood and agreed that in case the land is not used for such purpose it shall revert to the party *owning* the adjoining property." In view of the fact that the operation of the electric railroad has been discontinued and in view of the express provisions in said deed for the reversion of the property to the adjoining landowner in case of abandonment for railroad purposes, it is believed that the Columbus, Delaware and Marion Electric Company cannot convey good title to the premises to the state.

At page 40, in the conveyance in which Lewis O. Rockey and Helen Rockey are the grantors, the following clause is set forth: "Said strip of land is conveyed for the purpose of constructing, maintaining and operating an electric street railroad, it being understood and agreed that in case the land is not used for such purposes, it shall revert to the party owning the adjoining property." What has been heretofore stated as to a similar clause with reference to the deed shown on page 38 is applicable to this instrument. Therefore, it is believed that the Columbus, Delaware and Marion Electric Company cannot convey good title to the state.

On page 42, in the conveyance in which John A. Metcalf and Lizzie L. Metcalf are the grantors, a clause is set forth which, among other things, provided that within two years from the date of the instrument the grantee, its successors and assigns should "construct and thereafter continually maintain and operate thereon an Electric Railroad." The clause further provided that "in case said grantee, its successors or assigns should abandon or fail to operate said road for a period of one year, then the title to said land shall immediately and by virtue of these pro-

visions, vest in the abutting owner or owners on the east side thereof, their heirs and assigns forever." It is believed that in view of the express stipulations in the clause hereinbefore referred to, the Columbus, Delaware and Marion Electric Company cannot convey good title to the premises therein described to the state.

On page 46, in which instrument Estella Mott and Emmet Mott are shown as the grantors, the warranty clause contains the following: "except that this deed is made subject to the terms and conditions set forth in two contracts between said parties one dated Aug. . . 1901 the other May 16, 1902." The abstract at page 48 sets forth an agreement entered into on the 16th day of May, 1902. The agreement relates to the grantee protecting a tree and reconstructing a fence. Your attention is directed to the terms of said agreement, although it is not believed that they are of very serious consequences. The agreement entered into in 1901 does not appear to be set forth in the abstract.

In the instrument set forth at page 49, in which Earl S. Davis, as Trustee under the Last Will and Testament of Samuel B. Hartman, deceased, is the grantor, a special clause is set forth. Reference is made to cross-overs and a covenant "to build and maintain a suitable stock-proof fence, to the satisfaction of the grantor, with gates at cross-overs on the Farm side of said right of way." Other stipulations are therein made with reference to the grantee keeping the premises free from weeds, undergrowth, etc. According to the terms of the clause hereinbefore referred to, in case of violation of the conditions thereof, the grantor or his heirs shall have the option of either declaring the deed null and void, or of causing the conditions to be fulfilled, and any cost or expenses incurred therein shall be a first lien upon the land conveyed. You should determine from the express conditions of this covenant to what, if any, extent the enjoyment of the premises will be interfered with in the event the state accepts the title thereto.

At page 51, an instrument is set forth in which Thomas C. Mendenhall and Susan A. Mendenhall are the grantors. Said instrument contains a clause to the effect that the premises are conveyed "for the purpose of the construction, maintenance and operation by the grantee of an electric railroad on and over said tract of land and this conveyance is upon the condition that in case the lands hereby conveyed shall cease to be used for such purpose the same shall revert to the grantor and his heirs." In view of the abandonment of the traction line and what has heretofore been said, it is believed that the Columbus, Delaware and Marion Electric Company is unable at this time to convey good title to the state.

On page 54 of said abstract, an instrument is set forth in which Harriet S. Prouty and Frederick D. Prouty are the grantors. Said instrument contains a clause to the effect that the premises shall revert to

the grantor and her heirs in the event that said land is not used for the purpose of constructing, maintaining and operating an electric street railroad. In view of the comments hereinbefore made, it is believed that the Columbus, Delaware and Marion Electric Company is unable to convey good title to said premises.

On page 57, an instrument is set forth in which Gennette Case and Frank Case are named as grantors. The instrument contains a clause to the effect that the land is conveyed for the purpose of constructing, maintaining and operating an electric railroad and that in case it is not so used, it shall revert to the grantor, her heirs or assigns. In view of the above, it is believed that the Columbus, Delaware and Marion Electric Company cannot convey good title to said premises.

On page 59, an instrument sets forth that Sarah E. Miller and John T. Miller are the grantors. Said instrument contains a clause against making cuts or fills and with reference to the constructing of crossings. Your attention is directed to said clause for the purpose of determining to what extent, if any, the provisions thereof will affect the use of the property by the state.

On page 64, the instrument in which Eli W. Tuller and Sarah E. Tuller are grantors, a clause is contained in which the grantee as a part of the consideration will build and maintain a good and substantial fence along the east line between the land conveyed for a railroad right of way and the property adjoining on the east thereof. Your attention is directed to said covenant for such consideration as the matter warrants.

At page 257, an instrument is shown in which Fred J. Wilson and Belle Wilson are the grantors. A clause is set forth in said instrument which provides that if at any future time, beyond nine months from the date of the deed, the grantee, its successors or assigns, should for a period of one year voluntarily abandon the use of the premises conveyed as a substation and waiting room, or should for such period fail to use said premises in connection with the operation of an electric railway or electric power line, then and in such event the conveyance shall become null and void and the premises revert to the grantor or his heirs. In the event said premises for a period of one year, at any time beyond nine months from the date of the deed, have not been used as a substation and waiting room or used in connection with the operation of an electric railway or electric power line, the Columbus, Delaware and Marion Electric Company would be without power to grant title to the premises.

On page 266, there is shown a mortgage executed by the Columbus, Delaware and Marion Electric Company to The Cleveland Trust Company to secure the payment of \$7,500,000.00. The abstracter notes, it appears, that certain releases of various parcels were obtained but at no place is it set forth what particular parcels were released from the opera-

tion thereof. According to the abstractor, this mortgage has not been released on the record and it will be necessary to make a detailed examination of the respective leases referred to therein in order to determine what parcels have been released from the mortgage. It is obvious that title could not be accepted by the state unless and until such mortgage is satisfied or evidence submitted conclusively establishing that it does not now operate as a lien upon the premises.

On page 268, there is shown a supplemental deed of trust executed by the Columbus, Delaware and Marion Electric Company to The Cleveland Trust Company under date of July 1, 1922. According to the abstractor, a number of parcels of land have been released from the operation of said deed of trust but such parcels are not set forth in said abstract. Said supplemental deed is not released of record. It therefore would be necessary to determine the status of this matter before title could properly be accepted by the state.

On page 269, there is shown a supplemental deed of trust executed by the Columbus, Delaware and Marion Electric Company to The Cleveland Trust Company. Said deed of trust is not released of record and title should not be accepted by the state until such time as said trust deed is released of record or information is obtained to the satisfaction of your department to the effect that the same is no longer operative or does not affect the title to the premises.

On page 270, a mortgage is shown executed by the Columbus, Delaware and Marion Electric Company to The Cleveland Trust Company, dated January 1, 1935, and described as "1935 Supplemental Indenture." According to the abstractor, said mortgage is not released of record and it will be necessary that some disposition be made of this lien before the title can be accepted by the state. The abstractor sets forth Article II of said Indenture, which relates to the release of abandoned property. Apparently, said release clause provides that upon the sale of such inter-urban railroad property, real estate and rights of way, the property so sold or otherwise disposed of shall forthwith be released from the lien and operation of said First and Refunding Mortgage. Said article further provides that such releases are upon condition that the net proceeds of the cash received on account of such sales shall be forthwith paid to the Trustee to be held and applied in accordance with the provisions of the 1935 Supplemental Indenture. In the event the state should acquire any of the properties covered by the mortgages, great care must be exercised to the end that the purchase price is properly applied and that the proper releases are obtained so as to protect the state.

Coming now to a consideration of the property set forth in the abstract relative to Delaware County, it is believed that the Columbus, Delaware and Marion Electric Company has sufficient title to the lands referred to therein, except as to the following:

It will be noted at page 120 that an instrument is set forth in which William H. Marriott and Melissa F. Marriott grant to the Columbus, Delaware and Marion Electric Company the right to maintain its tracks located partly upon the public highway known as Sandusky Street and partly upon the premises of William H. Marriott. Said agreement is in the nature of an easement binding the traction company to certain things to be performed and does not purport to convey the property in fee simple. In view of the nature of said easement, it is believed that it is doubtful whether the Columbus, Delaware and Marion Electric Company now has any interest in the property which it could convey.

On page 124, an instrument is shown wherein Robert Mickel and Christina Mickel are named as grantors. Said instrument contains a clause with reference to the constructing of a fence and maintaining a proper crossing or driveway in front of the premises, which should be examined to determine to what, if any, extent the provision therein will interfere with your use of the property.

At page 128, wherein J. L. McFarland and Emma C. McFarland are the grantors, attention is directed to a clause following the habendum clause therein, which reads "Provided, however, that if the within described property becomes vacated for railroad purposes then same shall revert back to the original property from which it was taken." In view of the express provision with reference to the reversion of the property, it is believed that the Columbus, Delaware and Marion Electric Company would be without power to convey good title to the premises.

On page 132, an instrument is executed by Catharine Gross, et al., as grantors. Attention is directed to a clause in said instrument following the description referring to the erection, maintenance and repair of a wire fence, gates, and contains a stipulation with reference to ditches or drains. You should determine from a perusal of said clause to what, if any, extent the compliance therewith will interfere with the use of the property if accepted by the state.

At page 133, an instrument is shown wherein May A. Furniss, et al., are grantors. Said instrument contains a clause to the effect that in case the land is not used for the purpose of constructing, maintaining and operating an electric street railroad, it shall revert to the grantors. It would therefore appear that the Columbus, Delaware and Marion Electric Company cannot convey good title to the state.

At page 136, an instrument is shown wherein William A. Beecher, et al., are the grantors. It will be noted that in the granting clause it is mentioned that said grant is "for Electric Railway purposes only." The habendum clause states that the premises are granted unto the said grantee, its successors and assigns forever, "For Electric Railway purposes only." Another clause following the description stipulates with ref-

erence to the maintenance of a good and substantial fence and other matters. Your attention is directed to this clause for the purpose of determining to what extent, if any, those conditions will interfere with the use and enjoyment of the premises. In view of the decision of the Supreme Court, 120 O. S. 309, it is not believed that the conditions with reference to the use of the premises are of any consequence, inasmuch as the property was granted to the said grantee, its successors and assigns forever and the deed contains no express provision to the effect that the property shall revert to the grantors when it is no longer used for traction purposes.

At page 145, Rose V. Johnston and Frank S. Johnston are named the grantors. Said instrument contains a clause requiring the grantee to keep in repair a good and substantial fence along the east line of said 20 foot strip, which provision shall be binding upon the successors and assigns of said grantee.

On page 147, in which instrument Susan E. Bieber and Henry Bieber are named as grantors, a clause is set forth requiring the grantee, its successors and assigns to build and maintain a substantial fence on the west line of said premises on the line between said grantor and said grantee. Said clause also contains a stipulation providing a crossing over said premises.

On page 150, an instrument is shown wherein Clarinda A. Kingman is the grantor. Said instrument contains a clause wherein the grantor reserved the right to remove a fence. The grantee covenanted to erect, maintain and keep in repair a good and substantial fence. The grantee further agreed not to cut down the shade trees along said right of way. The clause further provided that the grantee was to use said strip for electric railroad purposes only—"if not, property shall revert back to adjoining property." In view of the above, it is believed that the Columbus, Delaware and Marion Electric Company is unable to convey sufficient title to the premises.

At page 153, an instrument is shown in which Susan E. Bieber and Henry Bieber are the grantors. Said instrument contains a clause with reference to the building and maintenance of a good and substantial fence, which should be given consideration by your department.

At page 155, in the conveyance where Josephine Miller is the grantor, a clause is set forth in which the grantee is required to build and keep in repair a substantial fence on the west side of the premises conveyed, forever. Your attention is directed to said clause.

On page 159, the instrument in which E. Linder, et al., as Trustees of the Methodist Episcopal Church, in the village of Stratford, are the grantors, a clause is set forth which, among other things, provides that the grant is made so long as said premises shall be used as a right of

way for electric railroad purposes and upon the failure of the grantee, its successors and assigns to comply with the terms of the grant or cease to use the same for electric railroad purposes, then the grant shall terminate and the said premises revert to the said grantors. In view of the above conditions, it is believed that the Columbus, Delaware and Marion Electric Company is without power to convey good title to the state.

At page 162, Rollin K. Willis and Jay B. Willis, Trustees, are named as grantors. Said instrument sets forth a clause requiring the construction of a fence and other matters, to which your attention is directed.

On page 164, in which Adaline Sherry and James P. Sherry are the grantors, only the "undivided one-half part" of the premises therein described is conveyed. Unless at some other place in said abstract the same premises are conveyed so as to include the remaining undivided one-half part, the present grantee would have only the undivided one-half part interest in said premises.

At page 165, an instrument is set forth in which Henry Heidman and Annie S. Heidman are named as grantors. In this instrument, your attention is directed to a clause following the description in which the grantors reserve a right of way to cross a strip of land to the river.

At page 175, an instrument is shown in which Orris C. Kingman and Olive Kingman are named as grantors. Said instrument contains a provision to the effect that if said tract is not used for railroad purposes, "said premises to revert to grantor his heirs or assigns," which would preclude the Columbus, Delaware and Marion Electric Company from giving a good title to the state. However, in connection with this, attention is directed to the instrument set forth at page 178, executed by the same grantors and relating to a portion of the same premises. In the last instrument above named, a width of twenty feet is referred to, whereas forty feet are referred to in the instrument mentioned as being shown on page 175. Therefore, it is probable that a portion of said premises would not be subject to said reverter in view of said instrument set forth at page 178, to which reference has heretofore been made.

At page 180, in which instrument Emma Hughs and Dorrance E. Hughs are the grantors, a clause is contained following the description clause to the effect that said right of way described in said instrument shall revert to the grantors if not used for electric railroad purposes. Under such circumstances, it is believed that the Columbus, Delaware and Marion Electric Company will be unable to convey good title.

At page 185, in the conveyance in which Frank Smith and Louise Smith are the grantors, a condition is set forth providing that if the premises described therein cease to be used for electrical railroad purposes, the premises shall revert to the grantors, their heirs or assigns.

Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company is unable to grant a good title to the state.

At page 186, an instrument in which Augustus C. Elsbree and Elizabeth A. Elsbree are the grantors, contains a provision to the effect that should the grantee fail to operate an electric railroad, the premises conveyed "shall revert to said first party their heirs and assigns." Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company is unable to give sufficient title to said premises.

At page 191, an instrument is set forth in which Burton Skeels, et al., are the grantors. Said instrument contains a clause to the effect that said premises conveyed are to be used only for electric railway purposes and in event of a forfeiture, to revert to said grantor, his heirs or assigns. Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company is unable to convey good title to the premises.

In the instrument shown at page 196, in which Thomas Wood, et al., Trustees of The Ashley Monthly Meeting of The Friends Church, the following exception is stated in the warranty clause: "excepting however the condition of reversion in the conveyance to said trustees from Kate E. Colflesh and John E. Colflesh." It does not appear from the abstract as to what reservation is referred to and it is probable that more information should be secured with reference to the reversion clause referred to before title is accepted.

At page 203, an instrument is shown in which Augustus C. Elsbree and Elizabeth A. Elsbree are the grantors. This instrument contains a clause requiring the grantee to construct and maintain a lawful fence, etc. It is further provided that on the failure to operate the railroad the land conveyed "shall revert to said first party their heirs and assigns." Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company is unable to convey good title to said premises.

On page 206, an instrument is disclosed in which Augustus C. Elsbree and Elizabeth A. Elsbree are named as grantors. Said instrument contains a clause which, among other things, requires the operation of an electric railroad and upon failure to operate said railroad the land reverts to the grantor. Under the circumstances, it follows that the Columbus, Delaware and Marion Electric Company will not have the power to convey good title to the premises.

On page 210, an instrument is set forth in which Waters Cummins and Margett Cummins are named as grantors. The description clause requires the grantee to fence said tract with a good fence and to provide good and suitable crossings, etc. There is a further stipulation with reference to the grantee having additional dirt from the grantors, to which your attention is directed.

At page 215, an instrument is set forth in which C. M. Elsbree and

Adaline V. Elsbree are the grantors. Said instrument contains a clause to the effect that if said tract is not used for electric railway purposes, it shall revert to the grantor, his heirs and assigns. Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company cannot convey good title to said premises.

On page 220, in which instrument Delia Gooding and Frank O. Gooding are the grantors, a clause is set forth which provides, among other things, that said grantee shall continue to operate the electric railroad and the failure so to do by said grantee, its successors and assigns, shall operate as a forfeiture of the rights of said company, its successors and assigns, and the land shall revert to the grantors, their heirs and assigns. It would therefore appear that the Columbus, Delaware and Marion Electric Company cannot convey good title to said premises.

At page 222, an instrument is set forth in which Fred M. Gooding and Mary Gooding are named as the grantors, and contains a clause providing that the premises shall revert to the grantors upon the failure of the company to operate the electric railroad. It follows that the Columbus, Delaware and Marion Electric Company is not in position to grant good title to said premises.

On page 225, an instrument, in which J. Stanley Gooding is named as grantor, sets forth a clause which provides, among other things, that the land conveyed shall not be used at any time for any other purpose than that of a right of way for an electric railroad, and should the same cease to be used as an electric railroad, the land shall revert to the grantor, his heirs and assigns. It follows that the Columbus, Delaware and Marion Electric Company is not in position to grant good title to said premises to the state.

On page 233, an instrument is set forth in which E. E. Neff and John J. Glover, as Trustees, are named as grantors. Said instrument contains a clause to the effect that the grantee shall build and forever maintain a good and lawful fence, etc. The clause further provides that if the grantee, its successors or assigns fail to use said strip of land as an electric railroad for any period of two years, the land shall revert to the grantors. Under the circumstances, it is believed that the Columbus, Delaware and Marion Electric Company cannot convey good title to said premises.

On page 239, an instrument is set forth in which Marinda R. Groff, et al., are the grantors. Said instrument contains a clause to the effect that if at any time the strip of land be abandoned for railway purposes, the land shall immediately revert to and be revested in the grantors, their heirs and assigns, with other stipulations. In view of the above, it is believed that the Columbus, Delaware and Marion Electric Company is unable to convey sufficient title.

And further, as to exceptions with reference to lands in both Delaware and Franklin Counties, there is a deed of trust set forth on page 266 of the abstract relating to Franklin County, given to The Cleveland Trust Company, as Trustee, and dated November 2, 1917, to secure the payment of \$7,500,000.00, which is unreleased of record and a lien on the premises. Certain releases appear upon the margin of the record with reference to certain parcels of land. No check has been made to ascertain whether any of the lands under consideration are included in said special releases.

Further, a supplemental deed of trust set forth on page 268 and dated July 1, 1922, is unreleased of record.

Further, your attention is directed to a supplemental deed of trust set forth on page 269, given to The Cleveland Trust Company under date of June 13, 1923, which is unreleased of record.

Also, at page 270, a supplemental deed of trust given by The Columbus, Delaware and Marion Electric Company to The Cleveland Trust Company, as Trustee, dated January 1, 1935, is not released of record. The said instrument last above mentioned, dated January 1, 1935, contains a clause which reads in part: "Upon the sale or other disposition of any of such interurban railroad property, real estate, equipment, appurtenances and rights of way, the property so sold or otherwise disposed of shall forthwith be released from the lien and operation of said first and refunding mortgage." Section 3 of said article contains the following: "The foregoing releases, however, are upon condition that the net proceeds of the cash heretofore received on account of any such sales or other disposition shall be forthwith paid by the company to the trustee to be held and applied in accordance with the provisions of this 1935 Supplemental Indenture, and that likewise the net proceeds of any cash received by the company after the date of the actual execution of this 1935 Supplemental Indenture on account of any such sales or other disposition shall be forthwith paid to the Trustee to be held and applied by it in accordance with the provisions of this 1935 Supplemental Indenture."

It is obvious that the aforementioned instruments constitute a lien upon the property and must be reckoned with in connection with any purchase that is made by the state.

As hereinbefore stated, no attempt has been made to check the descriptions set forth in the instruments contained in the abstracts as your department undoubtedly is in position to determine these questions relative to the accuracy and sufficiency of the said descriptions.

It will be further noted that the instruments set forth show the first conveyance of said premises for traction line purposes or for the purposes of companies engaged in operating a traction line. The abstracts do not purport to show any title prior to the date of the execution of said original deeds.

It is believed that the comments hereinbefore made with reference to certain defects in the title to the property and liens thereon will enable you to determine whether any particular piece should be excepted.

Respectfully,

JOHN W. BRICKER,
Attorney General.

5871.

APPROVAL—FIFTEEN LEASES TO RESERVOIR LAND AT
BUCKEYE LAKE, OHIO.

COLUMBUS, OHIO, July 21, 1936.

HON. L. WOODDELL, *Commissioner, Conservation Division, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication from your office over the signature of the Chief of the Bureau of Inland Lakes and Parks, with which there were submitted for my examination and approval a number of reservoir land leases in triplicate, among which were those hereinafter designated which granted and demised to the several lessees therein named parcels of reservoir lands at Buckeye Lake, Ohio.

The leases here referred to are each and all for a stated term of fifteen years and provide for an annual rental of six per centum upon the appraised value of the parcel of land covered by the lease. Designated with respect to the names of the several lessees, the location of the several parcels covered by the leases and the annual rentals therein provided for, these leases are:

<i>Lessee</i>	<i>Location of Property</i>	<i>Rental</i>
Grace Davies Ong	Pt. NW $\frac{1}{4}$ Sec. 23, T. 17, R. 18, Fairfield County.....	\$24.00
M. H. Baker	Pt. W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 26, T. 17, R. 18, Walnut Twp., Fairfield County.....	12.00
Harry T. Paul	Pt. NW $\frac{1}{4}$ Sec. 23, T. 17, R. 18, Fairfield County.....	24.00
Doyle S. Haas	Pt. SE $\frac{1}{4}$ Sec. 28, T. 17, R. 18, Fairfield County.....	24.00
Edward L. Wickliff	Pt. NW $\frac{1}{4}$ Sec. 23, T. 17, R. 18, Fairfield County.....	24.00
R. J. Donaldson	Pt. NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 16, T. 19, R. 17, Licking County.....	6.00