

3218.

APPROVAL, ABSTRACT OF TITLE TO LAND OF MARY KLINE, CLARA KLINE AND SAMUEL KLINE IN LAUREL TOWNSHIP, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, May 12, 1931.

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

DEAR SIR:—There has been submitted for my examination and approval a corrected abstract of title, two certain warranty deeds, encumbrance estimate No. 4770 and controlling board certificate relating to the proposed purchase by the state of Ohio of certain tracts of land situated in Laurel Township, Hocking County, Ohio, and which are more particularly described in said respective deeds. Four of these parcels or tracts of land are owned of record by Mary Kline, Clara Kline and Samuel Kline as tenants. These tracts of land are more particularly described as follows:

“Being Fractional Lots Numbers One, Three and Four (1-3 and 4) in Section Nine (9), containing One Hundred and Fourteen (114) acres more or less. Reference being had to Plat Book A, Page 175, for a more definite description thereof.

Also, Fractional Lot Number Two (2) of Section Number Four (4) of Township Twelve (12) Range Number Eighteen (18), containing One Hundred and Eighty-five (185) acres.

Excepting out of the last above described tract the following, to wit: the southeast quarter of the northwest of Section four in Township twelve north of the Ohio River Base, Range eighteen west of the State line, Ohio, containing thirty-eight acres and seventeen hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the General Land Office.”

The other tract of land is owned of record by said Samuel Kline and is more particularly described as being:

“the southeast quarter of the northwest quarter of Section four in Township twelve north of the Ohio River Base, Range eighteen west of the State line, Ohio, containing thirty-eight acres and seventeen hundredths of an acre, according to the Official Plat of the Survey of the said Lands, on file in the General Land Office.”

I have examined the abstract of title of the tract of land last above described and find that the same is owned by said Samuel Kline in and by fee simple title, free and clear of all incumbrances except the undetermined taxes on said property for the year 1931 but subject to a reservation contained in the patent executed to Samuel Kline under date of November 21, 1930, by which there is excepted and reserved to the United States all coal and other minerals in said tract of land, together with the right of the United States or its permittees, lessees or grantees to enter upon said lands for the purpose of prospecting for and mining such deposits, as provided by the act of congress under date of December 22, 1928.

Upon examination of the abstract of title of the other tracts of land above

described which, as above noted, are owned by Mary Kline, Clara Kline and Samuel Kline, as tenants in common, I find a number of errors in the description of said several tracts of land as contained in a number of deeds in the chain of title to said property. At my instance and request, however, there has been furnished to me and made a part of said abstract of title a number of affidavits made by persons of advanced age living in this community, which affidavits show that Amos Kline, through whose last will and testament Mary Kline, Clara Kline and Samuel Kline obtained their record title to this property, owned said property of record and possessed and occupied the same openly and adversely for a period of sixty years or more. By reasons of these facts, I am of the opinion that said Amos Kline, at the time of his death in the year 1892, owned and held a good and indefeasible fee simple title to this property and that said Mary Kline, Clara Kline and Samuel Kline own and hold said property by a like good and indefeasible fee simple title at the present time. From the abstract it appears that the only encumbrance upon the property here in question is the undetermined taxes for the year 1931. With respect to the 1931 taxes it may be observed that the deeds for this property above referred to were executed and tendered to the state in December last, and that the only reason why the transaction for the purchase of this property has not been closed before this time was that there were defects in the abstract of title originally submitted to me which were not corrected until the receipt by me of the affidavits above mentioned a few days ago. In this situation it may well be that upon delivery of said deeds the property here under investigation may properly be transferred to the tax exempt list on the duplicate of said county.

The warranty deed first above referred to has been properly executed and acknowledged by Samuel Kline and by Sarah E. Kline, his wife, and the form of said deed is such that it is sufficient to convey to the state of Ohio the tract of land therein described by fee simple title, free and clear of the dower interest therein of said Sarah E. Kline, and free and clear of all incumbrances whatsoever, but subject to the reservation to the United States of the coal and other minerals in said land. The other warranty deed above mentioned has been properly executed and acknowledged by Mary Kline and Clara Kline who are unmarried, and by Samuel Kline and Sarah E. Kline, his wife. By the terms and provisions of said deed the several tracts of land therein described are conveyed to the state of Ohio by fee simple title, free and clear of all incumbrances whatsoever.

Encumbrance estimate No. 4770 has been properly executed and approved and shows that at the time of its execution under date of December 6, 1928, there was a sufficient unincumbered balance in the appropriation account under House Bill No. 402 to pay the purchase price of the above described property, which purchase price is therein stated to be the sum of two thousand nine hundred and fifty dollars. In this connection it is noted that said encumbrance estimate is made out in the name of Samuel Kline without any reference to the names of Mary Kline and Clara Kline who, as above noted, are tenants in common with him in all of the above described property, except the tract described in the first deed above mentioned as being the southeast quarter of the northwest quarter of section four, township twelve, range eighteen. These facts are mentioned so that some understanding may be had with the parties in interest as to the manner in which the voucher and warrant covering the purchase price of the above described property are to be issued.

It is further noted that the purchase of the above described property noted as 299 acres was approved by the board of control under date of December 20,

1928. I am herewith enclosing said corrected abstract of title, warranty deed, encumbrance estimate, controlling board certificate and other files relating to the purchase of the property here under investigation.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3219.

APPROVAL, LEASE FOR RIGHT TO PRODUCE OIL AND NATURAL GAS ON LANDS IN READING TOWNSHIP, PERRY COUNTY, OHIO—THE ARNOLD OIL AND GAS COMPANY.

COLUMBUS, OHIO, May 12, 1931.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease in duplicate entered into by and between yourself, as Auditor of State, and The Arnold Oil and Gas Company of Bremen, Ohio, whereby there is leased to said corporation the right to produce oil and natural gas in a certain tract of section 16, school lands in Reading Township, Perry County, Ohio, said tract of land being more particularly described as being the east half of the northwest quarter of the northeast quarter of section 16, township 16, range 16, containing 21 1/8 acres, more or less.

The lease here in question is one for a term of one year and as much longer thereafter as oil and gas is found in paying quantities on said land and the rentals to be paid are certain royalties reserved in said lease and to be paid to you as state supervisor of school lands.

Upon examination of said lease, I find that the same has been properly executed and that the same, by its terms and provisions, is in conformity with section 3209-1, General Code, relating to leases of this kind. Said lease is accordingly hereby approved by me, as to legality and form, and my approval is endorsed upon said lease and upon the duplicate copy thereof, both of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3220.

TUITION—OF PUPIL HAVING TEMPORARY ABODE WITH PARENT IN SCHOOL DISTRICT WHERE NO HIGH SCHOOL MAINTAINED AND ATTENDING SUCH SCHOOL IN ANOTHER DISTRICT—BY WHOM PAYABLE—TERM "LEGAL SCHOOL RESIDENCE" CONSTRUED.