

It is accordingly my opinion that these bonds constitute valid and legal obligations of said city.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3005.

EXAMINATION—CERTIFICATE OF TITLE, DEED AND ENCUMBRANCE RECORD No. 42, TRACT OF LAND PART OF SECTION 30, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO, OWNED BY JULIA KOVACS AND PAUL KOVACS, TENANTS IN COMMON, TO BE ACQUIRED BY STATE OF OHIO AS PART OF NIMISILA CREEK RESERVOIR BASIN PROJECT.

COLUMBUS, OHIO, September 19, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 42, relating to a tract of land in Green Township, Summit County, Ohio, which is owned of record by Julia Kovacs and Paul Kovacs, as tenants in common; and which is being acquired by your department for and in the name of the State of Ohio as a part of the Nimisila Creek Reservoir Basin Project. This tract of land is more particularly described in the warranty deed therefor tendered by Julia Kovacs and Paul Kovacs to the State of Ohio as follows:

Being a part of the northeast quarter, a part of the northwest quarter and a part of the southeast quarter of Section 30, of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at the southwest corner of the northeast quarter of Section No. 30; thence along the center line of the existing Nerhood Road N. 4° 00' 30" W. six hundred and no hundredths (600.00) feet; thence N. 15° 24' 10" E. one hundred twenty-six and ten hundredths (126.10) feet; thence N. 51° 15' 43" E. one hundred forty-two and no hundredths (142.00) feet to a stake set on the west line of the northeast quarter of Section No. 30 and the center line of Nerhood Road; thence along the center line of Nerhood Road and the west line of said northeast quar-

ter section N. $7^{\circ} 12' 23''$ E. seven hundred thirteen and forty-four hundredths (713.44) feet to Charles Snyder's southwest corner; thence along Snyder's south line S. $82^{\circ} 49' 55''$ E. fifteen hundred ninety-nine and ninety-four hundredths (1599.94) feet to Lewis Swigart's northwest corner; thence along Swigart's west line S. $6^{\circ} 50' 00''$ W. fourteen hundred seventy and forty-seven hundredths (1470.47) feet to Swigart's southwest corner; thence along a line parallel to and about fifty-three (53) feet north of the south line of the northeast quarter of Section No. 30 N. $83^{\circ} 01' 30''$ W. four hundred twenty-two and no hundredths (422.00) feet to Lilly Swigart's corner; thence along Lilly Swigart's line S. $4^{\circ} 58' 30''$ W. one hundred seventeen and sixty-one hundredths (117.61) feet to Killinger Road; thence along Killinger Road N. $62^{\circ} 31' 30''$ W. one hundred eighty-four and thirty-eight hundredths (184.38) feet to the south line of the northeast quarter of Section No. 30; thence along the said south line and the center line of Killinger Road N. $83^{\circ} 01' 30''$ W. ten hundred nineteen and nineteen hundredths (1019.19) feet to the place of beginning and containing fifty-seven and six hundredths (57.06) acres of land as surveyed May 29, 1936, by Francis Stafford.

Upon examination of the certificate of title, the last extension of which is certified by The Northern Ohio Guarantee Title Company under date of June 24, 1938, I find that as of said date Julia Kovacs, as the owner of an undivided three-fourths interest therein, and Paul Kovacs, as the owner of an undivided one-fourth interest therein, have a good and indefeasible fee simple title in and to the above described tract of land; and that they own and hold said land and the appurtenances thereunto belonging free and clear of all encumbrances except the following which are here noted as the only exceptions to the title in and by which Julia Kovacs and Paul Kovacs own and hold this property.

1. On August 16, 1902, Elias Myers, being then the owner of the property here in question, executed to The East Ohio Gas Company an instrument in deed form in and by which said grantee company was granted a right of way in, upon and across said lands for the construction and operation of two pipe lines for the transportation of gas with the additional right in said company to erect and maintain a telegraph line in and over said premises if the same should be found necessary. Neither the certificate of title nor any other files submitted to me in connection with the purchase of this property show what, if anything, was done by The East Ohio Gas Company with respect to the construction and operation of said pipe lines or telegraph line under the easement therefor

granted to said company by this instrument. You and the engineer in charge of this project are familiar with the facts in regard to these pipe lines, and in regard to said telegraph line, if one were constructed, and I assume that the same have been removed by The East Ohio Gas Company pursuant to its contract with the State.

2. Under date of October 19, 1907, said Elias Myers by an instrument in deed form granted to The East Ohio Gas Company an easement for the construction of an additional pipe line in and upon the above described lands or a part of the same. This pipe line, if one were constructed pursuant to this easement, was doubtless removed by The East Ohio Gas Company under the contract above referred to.

3. On January 26, 1933, Julia Kovacs and Paul Kovacs, her husband, executed an oil and gas lease on the above described lands to The East Ohio Gas Company, in and by which said company was granted the right of drilling and operating for oil and gas on said premises, with the additional right of laying such pipe lines, buildings, stations and other structures as might be necessary for the purpose of transporting oil or gas from this property. This lease was for a term of seven years from August 10, 1923, and for so much longer as oil or gas or their constituents might be found in paying quantities on these premises. You are doubtless familiar with this lease and I assume that although this lease has not been canceled of record the same has been the subject of some proper arrangement by and between your department and the gas company.

4. As to the date of the certification of said abstract, to wit, June 24, 1938, it appears therefrom that the taxes on this property for the first half of the year 1937 were paid; but that the taxes for the last half of the year 1937, amounting to \$16.71, and the undetermined taxes for the year 1938 were and are a lien upon the property.

Inasmuch as a period of practically three months has elapsed since the date of the certification of this certificate of title, it is suggested that a further check of the records in the office of the Recorder of Summit County and in the other offices of said county be made for the purpose of ascertaining whether any other and further liens have been filed or have been otherwise imposed upon this property or any part thereof since the date of the certification of the certificate of title.

Upon examination of the warranty deed tendered by Julia Kovacs and by Paul Kovacs, I find that said deed has been properly executed and acknowledged by said grantors; and that the form of this deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by fee simple title free and clear of the respective dower interest of said grantors and with a covenant of warranty therein that this property is so conveyed to the State of Ohio free and clear of all encumbrances whatsoever. In this connection, it is noted from the certifi-

cate of title submitted to me that under date of January 27, 1934, one Paul Kovacs of Barberton, Ohio, was adjudged to be an insane person by the consideration of the Probate Court of Summit County and that on or about March 23, 1934, said person was admitted as a patient to Massillon State Hospital. In the certificate of title the following is said: "We are unable to determine if the Paul Kovacs above named is the same person as the Paul Kovacs, who is a part owner of the above described premises." Needless to say, an investigation should be made with respect to the matter here noted in the certificate of title; which, of course, is a matter touching the legal competency of Paul Kovacs to execute this deed, if it should appear on such investigation that he is the same person who was adjudged insane and committed to the Massillon State Hospital. It is altogether likely that the person referred to in the certificate of title as the subject of this lunacy proceeding is a person other than the Paul Kovacs who is a tenant in common with Julia Kovacs in the ownership of the property here in question. However, the matter should be investigated as above suggested.

Upon examination of contract encumbrance record No. 42, I find that the same has been properly executed and that there is shown a sufficient amount of money in the appropriation account to the credit of your department to pay the purchase price of this property, which purchase price is the sum of \$9650.00. It likewise further appears that the purchase of this property has been approved by the Controlling Board.

I am herewith returning said certificate of title, warranty deed and contract encumbrance record No. 42 for your further attention in closing the transaction relating to the purchase of this property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3006.

APPROVAL—CONTRACT AND BOND, WALTERS ELECTRIC COMPANY, CANTON, OHIO, AND DEPARTMENT OF PUBLIC WORKS FOR BOARD OF TRUSTEES, KENT STATE UNIVERSITY, KENT OHIO, ELECTRIC SERVICE FOR ENGLEMAN HALL, TOTAL EXPENDITURE, \$3,400.00.

COLUMBUS, OHIO, September 20, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and