

to pay the monthly rentals under this lease for the months of March and April, 1938. This is a sufficient compliance with the provisions of Section 2288-2, General Code. This lease is accordingly approved by me and the same is herewith returned to you.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2185.

APPROVAL—ABSTRACT OF TITLE AND OTHER INSTRUMENTS, STATE OF OHIO, THROUGH OHIO AGRICULTURAL EXPERIMENT STATION, WITH CHARLES F. DAVIS, FRED A. DAVIS AND NORA G. DAVIS ZIMMERMAN, BENTON TOWNSHIP, HOCKING COUNTY, OHIO, CERTAIN DESIGNATED LANDS, HOCKING COUNTY, FOR DIVISION OF FORESTRY, PURCHASE PRICE, \$2800.00.

COLUMBUS, OHIO, March 30, 1938.

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

DEAR SIR: You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 65 and other files relating to the proposed purchase of certain tracts of land which are owned of record by Charles F. Davis, Fred A. Davis and Nora G. Davis Zimmerman in Benton Township, Hocking County, Ohio, and which are more particularly described as follows:

FIRST TRACT: Situated in the County of Hocking, State of Ohio, and Township of Benton, and more particularly described as follows, to-wit: Being the North half of the Northwest quarter of Section No. Twenty-four (24). Also the South half of the Southwest quarter of the Southwest quarter of Section No. Thirteen (13). Also the South half of the Southeast quarter of the Southwest quarter of Section Thirteen (13), all in Township No. 11, Range 18, and containing One Hundred and Twenty (120) acres, more or less.

SECOND TRACT: Situated in the County of Hocking, State of Ohio, and Township of Benton, and more particularly described as follows, to-wit: The Southwest quarter of

the Northwest quarter of Section No. Twenty-four (24), Township No. Eleven (11), Range No. Eighteen (18), containing 40 acres, more or less. Also Fractional Lot No. 5 in Section No. Twenty-three (23), Township No. Eleven (11), Range No. Eighteen (18), containing 40 acres, more or less.

Upon examination of the abstract of title submitted, which abstract is certified by the abstracter under date of February 15, 1938, I find that said Charles F. Davis, Fred A. Davis and Nora G. Davis Zimmerman have a good indefeasible fee simple title to the above described tracts of land, subject to the vested dower interest of Martha J. Davis, therein as the relict of Caleb Davis, deceased, from whom title to this property descended to the tenants in common above named subject to said dower interest. As a further possible exception to the fee simple title of the above named persons to the real estate here under investigation, it is noted that in an instrument designated as a lease executed by Caleb Davis and Martha Davis, his wife, to the Board of Education of Benton Township, Hocking County, Ohio, under date of August 14, 1890, reference is made to a school lot situated in the northeast corner of the southwest quarter of the northwest quarter of Section 24 of the township and range above mentioned; and in and by this deed an additional parcel of land contiguous to said school lot is granted or demised to the Board of Education for school purposes with the provision that the grantee or lessee named in this instrument is "to have and to hold the same for and during the pleasure of the Board of Education or as long as said Board wish to occupy said land for school purposes and on said Board abandoning it for said use it shall revert back to the owner or owners of said forty-acre tract." I am not advised by the abstract of title submitted to me or by any other information in my files relating to the purchase of this property, whether the parcels of land described and referred to in this deed have been abandoned for school purposes or whether the same are still being used for such purposes with the consequence that the title of the above named persons to the tracts of land here in question is now subject to the rights which the Board of Education of said township have in and to said school lot for school purposes.

Subject to the exceptions above noted, said Charles F. Davis, Fred A. Davis and Nora G. Davis Zimmerman, as tenants in common, own and hold the above described tracts of land free and clear of all encumbrances except the taxes on this property for the year 1937 amounting to the sum of \$26.04, and except as to the easements of any pipe lines or telegraph or telephone lines which may have been laid in and upon said lands or constructed thereon pursuant to an instrument in writing for the purpose executed by Caleb Davis and Martha Davis, his wife, to The Ohio

Fuel Gas Company under date of October 12, 1923, or pursuant to a like instrument executed by Caleb Davis to The Logan Gas Company under date of June 18, 1923, which was thereafter assigned by said company to The Ohio Fuel Gas Company. Nothing is said in the abstract of title or in any of the other files submitted to me as to what, if anything, was done by The Ohio Fuel Gas Company under these easements. However, the same are here noted as apparent encumbrances on these lands and as possible exceptions to the title in and by which such lands are now owned and held by the persons above named.

Upon examination of the warranty deed tendered to the State by said Charles F. Davis, Fred A. Davis and Nora G. Davis Zimmerman, I find that said deed has been properly executed and acknowledged by said grantors, by their respective spouses, Etta I. Davis, Ruby E. Davis, Harry E. Zimmerman, and by Martha J. Davis, who, together with said spouses here named, release all of their right and expectancy of dower in said premises. Upon examination of this deed, I find that the form of the same is such that it is legally sufficient to convey the title to the above described property to the State of Ohio by fee simple title with a covenant of warranty therein contained that the title of the grantors in and to this property is free, clear and unencumbered. However, the conveyance of the above described tracts of land to the State effected by this deed is subject to a reservation therein stated as follows:

“Except, however, the right of Alva Wagner to cut and remove all timber upon the premises described herein which is twelve inches in diameter or greater, together with the right of said Alva Wagner to stack said fallen timber and remove the same at his pleasure by virtue of a contract entered into between the Grantors herein and the said Alva Wagner, which said contract is dated as of the 2nd day of November, 1935. Said contract provides that the said Alva Wagner shall cut said timber within eighteen months from the said 2nd day of November, 1935.”

Upon examination of contract encumbrance record No. 65, I find that the same has been properly executed and that there is shown thereby a sufficient balance, otherwise unencumbered, in the appropriation account to the credit of the Division of Forestry, rotary fund, to pay the purchase price of the above described property, which purchase price is the sum of \$2800.00.

It further appears from said contract encumbrance record that this property is being purchased by the Board of Control of the Ohio Agricultural Experiment Station for and in the name of the State of Ohio, un-

der the authority of House Bill No. 571, Sections 1173-2, et seq., General Code; and that for this reason no approval of the purchase of this property by the Controlling Board was or is required.

Subject only to the exceptions above noted, the title of the above named grantors in and to this property is approved; as is, likewise, the warranty deed, contract encumbrance record No. 65 and other files relating to the purchase of this property, subject only to the exception or reservation mentioned in said deed with respect to the right of one Alva Wagner to cut and take timber from said premises.

The abstract of title, warranty deed, contract encumbrance record and other files in this matter are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2186.

APPROVAL—BONDS, ASHLAND CITY SCHOOL DISTRICT,
ASHLAND COUNTY, OHIO, \$18,000.00, DATED MARCH 1,
1938.

COLUMBUS, OHIO, March 30, 1938.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

GENTLEMEN :

RE: Bonds of Ashland City School District, Ashland
County, Ohio, \$18,000.00 (Limited).

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise all of an issue of school site and building bonds dated March 1, 1938, bearing interest at the rate of 3% per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute valid and legal obligations of said school district.

Respectfully,

HERBERT S. DUFFY,
Attorney General.