

4307.

DISCUSSION OF STATUS OF TITLE TO CERTAIN LANDS IN LUCAS COUNTY, OHIO.

COLUMBUS, OHIO, May 31, 1935.

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

DEAR SIR:—Under date of May 25, 1935, you requested my opinion as to the status of the title to certain lands in Lucas County. You enclosed a number of deeds and other data. It is assumed that you desire to know what title The Toledo Edison Company has to said property.

In the first place, it may be stated that no careful check has been made to determine whether or not the property shown in the blue print submitted or in the various descriptions is the same property described in the various deeds submitted, it being assumed that your department is in a position to determine such descriptions. Assuming that the descriptions are correct, it would appear that The Toledo Ottawa Beach and Northern Railway Company conveyed the premises to The Edison Company. The grantor to The Edison Company obtained title by reason of a consolidation of The Toledo and Point Place Railway Company and The Ottawa Beach and Southern Railway Company. The Toledo and Point Place Railway Company apparently acquired title from Samuel R. Dority. The said Samuel R. Dority apparently received title to the property through three conveyances, copies of which you submit, one in which Nicholas Brown was the grantor; another in which Joseph Shanteau and Mary Shanteau were the grantors; and another in which Samuel Shanteau and Anna F. Shanteau were the grantors. From the information submitted, you are advised that it is impossible to definitely state the status of the title to the property referred to. The following matters may be pointed out, however:

1. The deed from Samuel R. Dority recites that the conveyances are "Subject to all the terms and conditions in said deed set forth, which terms and conditions the grantee, by the acceptance of this deed agrees, in every respect to assume and perform".

2. An examination of the former deeds referred to in the Dority deed shows that they contain certain reservations with reference to the construction of a substantial wire fence, etc. And the deed of Joseph and Mary Shanteau contains a reservation concerning a right of way twenty-four feet wide on the south end of each parcel for the passage of teams.

3. In the consolidation of the two corporations hereinbefore referred to, resulting in the creation of The Toledo Ottawa Beach and Northern Railway Company, the joint agreement provides that the new company shall execute and deliver to a trust company a first mortgage deed on the property in the aggregate not to exceed \$1,500,000 secured by bonds, and nothing is submitted showing what, if any, action was taken in pursuance to said agreement.

4. In the deed from The Toledo Ottawa Beach and Northern Railway Company to The Toledo Edison Company, an exception is made which reserves "to the grantor, its successors and assigns, its railway and railway equipment, and all railway rights of way, franchises, contracts, licenses, rights and privileges owned, used or enjoyed by the grantor in the operation and maintenance of said railway and further a perpetual easement and right to operate and forever maintain said railway in the location and manner in which the same is now being maintained on and over all the real property hereby conveyed."

While it appears that fee simple title was conveyed to the grantees in the deeds

submitted, subject to the exceptions and reservations hereinbefore mentioned, from the data submitted it is impossible to advise as to the present status of the title. However, the foregoing will indicate some of the matters which it will be necessary to have cleared up before any proper title could be accepted by the State.

In the event you should decide to purchase this property, it is suggested that the proper abstract showing the status of the title be submitted, in view of the complicated questions that may arise in connection with the title to this particular piece of property.

There are being returned herewith the instruments and data which you submitted.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4308.

APPROVAL, BONDS OF BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT, BELMONT COUNTY, OHIO, \$7,415.94.

COLUMBUS, OHIO, May 31, 1935.

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

4309.

NILES—MUNICIPAL COURT—DISPOSITION OF FINES WHERE PERSONS ARRESTED BY STATE HIGHWAY PATROLMEN.

SYLLABUS:

All fines collected from, or moneys arising from bonds forfeited by persons apprehended or arrested by state highway patrolmen and tried before the Municipal Court of Niles should be paid one-half into the state treasury and one-half into the city treasury of Niles.

COLUMBUS, OHIO, June 1, 1935.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This will acknowledge receipt of your request for my opinion which reads as follows:

“We find it necessary to ask your advice as to the proper disposition of fines and forfeited bonds collected in the Municipal Court at Niles, in cases where the defendants were arrested by state highway patrolmen.

Section 1181-5 G. C., reads in part as follows:

“All fines collected from, or moneys arising from bonds forfeited by persons apprehended or arrested by state highway patrolmen shall be