

6613.

APPROVAL—BONDS OF GREENE TOWNSHIP, RURAL SCHOOL DISTRICT, TRUMBULL COUNTY, OHIO, \$3,000.00.

COLUMBUS, OHIO, January 6, 1937.

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

6614.

APPROVAL—BONDS OF COAL TOWNSHIP, JACKSON COUNTY, OHIO, \$13,225.90.

COLUMBUS, OHIO, January 6, 1937.

*Industrial Commission of Ohio, Columbus, Ohio.*

6615.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN GREEN TOWNSHIP, SUMMIT COUNTY, OHIO OWNED BY ROBERT SNYDER AND FERN KISSINGER.

COLUMBUS, OHIO, January 7, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval certificate of title, warranty deed and contract encumbrance record No. 15, relating to a certain tract of land containing 86.17 acres which is owned of record by Robert Snyder and Fern Kissinger in Green Township, Summit County, Ohio, which tract of land is a part of the northeast quarter of Section 30 and a part of the southeast quarter of Section 19 in said township and which is more particularly described by metes and bounds in the warranty deed which has been tendered to the state by the above named grantors and by others hereinafter mentioned.

Upon examination of the certificate of title submitted to me, which

certificate of title is certificate No. 56,897 executed by The Northern Ohio Guarantee Title Company under date of May 23, 1936, I find that as of said date Robert Snyder and Fern Snyder Kissinger as tenants in common had a good indefeasible fee simple title in and to the tract of land here under investigation subject to the inchoate dower interests of their respective spouses and subject to the consummate dower interest of one Grace Snyder, widow of Charles E. Snyder, a predecessor in title in and to said tract of land. I further find that said Robert Snyder and Fern Snyder Kissinger owned and held this land free and clear of all liens and encumbrances except those hereinafter noted which are here stated as exceptions to the title in and by which this tract of land was owned and held by the persons above named.

1. It appears from the certificate of title that Charles E. Snyder, the immediate predecessor in title of Robert Snyder and Fern Snyder Kissinger in and to this tract of land, acquired the same by deed from one Sarah J. Carmany under date of September 21, 1912. It appears, further, that a reservation was incorporated in and made a part of this deed which reservation was and is as follows:

“The privilege of cutting and keeping in repair a race through said granted premises, where it may be necessary to benefit the mill, privilege formerly owned by Mr. Stouffer being hereby reserved; also the privilege of taking ground from said premises to keep the mill dam in repair; said dam may be raised to a sufficient height to save all the water belonging to said premises.”

Nothing more is stated in the certificate of title with respect to this reservation and there is nothing to show how this reservation or any exercise of the same will affect the tract of land here in question in connection with the use that you expect to make of this land as a part of the Nimisila Creek Basin Reservoir improvement. This is a matter which can be determined by you or by your representatives in the field who are familiar with this property and who know of the intended use of the same in connection with this improvement.

2. On March 23, 1934, Grace Snyder, widow of Charles E. Snyder, above referred to, and Robert Snyder, Fern Kissinger and Herbert C. Kissinger, husband of Fern Kissinger, joined in the execution of an oil and gas lease to The East Ohio Gas Company as lessee, in and by which instrument said grantee was given the right to enter in and upon the tract of land here under investigation for the purpose of drilling and operating thereon for oil and gas and for the purpose of constructing thereon such tanks, stations and other structures as might be necessary in connection with such operations. This lease was and is one for a period of five

years and for so much longer as oil or gas or their constituents are found in paying quantities in and upon said premises. I am not advised by said certificate of title or otherwise as to what operations have been commenced and carried on by the lessee above named under this lease. And this, too, is a matter with which you are doubtless familiar or as to which you and your representatives in the field may become informed. In any view, this lease is a present encumbrance upon this tract of land.

3. On December 11, 1930, Robert Snyder, who, I assume, was then the owner of an undivided one-half interest in this tract of land, executed an oil and gas lease upon this land to one A. L. Smith and J. R. Martin as lessees in and by which sublessees were given the right to enter in and upon said premises and to drill and operate for oil and gas thereon. This lease was for a term of ninety days and for so much longer as oil or gas might be found upon the premises in paying quantities. Upon consideration of the short term of this lease as well as the fact that later an oil and gas lease was executed upon this lease to The East Ohio Gas Company, I assume that there were no developments on the land under the lease executed to A. L. Smith and J. R. Martin. By reason of the provisions of this lease providing for the term thereof, this lease has long since expired unless developments under the lease were commenced before the expiration of the stated term and oil and gas is still being produced under this particular lease. What the facts are in regard to this matter can, of course, be readily ascertained by you.

4. It appears from the certificate of title that the taxes for the first half of the year 1935 on this tract of land have been paid. However, as of the date of said certificate of title, to wit, May 23, 1936, the taxes on the property for the last half of the year 1935 amounting to \$28.39 were unpaid and were a lien upon the property. The taxes on this property for the year 1936, which at the date of the certificate were, of course, undetermined, are likewise a lien upon the property.

As above noted, the certificate of title here under consideration was executed under date of May 23, 1936. This fact suggests the advisability of a further check of the title of this property covering the period of time between May 23, 1936, and the present time for the purpose of ascertaining whether any mortgages have been executed upon this property or whether any judgments or other liens have been placed upon this property. I assume that this can be done by Mr. Thomas or by any other competent attorney chosen by you for the purpose without again submitting the matter to the title company which prepared this certificate.

I have examined the warranty deed tendered by Robert Snyder and by Fern Snyder Kissinger and find that said deed has been executed by including the names of these grantors in the granting clause of the deed together with that of Grace Snyder, widow of Charles E. Snyder, deceased,

and that the deed has been signed and otherwise executed and acknowledged by said Robert Snyder, Grace Daily Snyder, his wife, Grace Snyder (widow of Charles E. Snyder), Fern Snyder Kissinger and Herbert C. Kissinger, her husband. This deed has been properly executed and acknowledged by the above named persons; and the form of this deed is such that the same is legally sufficient to convey the tract of land here in question to the state by fee simple title free and clear of the consummate dower interest of Grace Snyder, widow of Charles E. Snyder, deceased, and of the inchoate dower interests of Grace Daily Snyder and Herbert C. Kissinger. This deed likewise contains a covenant of warranty that this tract of land is free and clear of all encumbrances whatsoever. I am accordingly approving said deed.

Contract encumbrance record No. 15, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows that of the date of the execution of this instrument, to wit, December 30, 1936, there was a sufficient unencumbered balance in the appropriation account to the credit of your department for the purchase of land in the Nimisila Creek Basin to pay the purchase price of the tract of land here under consideration, which purchase price is the sum of \$12,311.50. It appears further that the purchase of this property was duly approved by the Controlling Board created in the enactment of the appropriation act and that said board released from the appropriation account the money necessary to pay the purchase price of this property.

Subject only to the exceptions above noted, I am approving the title to this property as well as the warranty deed and contract encumbrance record No. 15. I am herewith returning to you the certificate of title, warranty deed and contract encumbrance record for your further disposition in closing the transaction for the purchase of this property.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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6616.

APPROVAL—BONDS OF HANOVER TOWNSHIP RURAL  
SCHOOL DISTRICT, BUTLER COUNTY, OHIO, \$12,500.00.

COLUMBUS, OHIO, January 7, 1937.

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