

you with the Secretary of State. The law further provides that such filing with the Secretary of State shall be within ten days after the requirements of said section 9660-2 have been complied with by the Knox Savings and Loan Association, Mt. Vernon, Ohio, and that your approval shall be endorsed on the copy so filed. You will find on the copies of the charter, form of approval for your signature.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4485.

APPROVAL, ABSTRACT OF TITLE, ETC., WITH EXCEPTIONS,
TO LAND IN BEDFORD TOWNSHIP, COSHOCTON COUNTY,
OHIO—D. R. FOSTER, W. P. KANUCKEL, AND W. M.
HAGANS.

COLUMBUS, OHIO, August 1, 1935.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 6, controlling board certificate and other files relating to certain tracts of land which are owned of record by D. R. Foster, W. P. Kanuckel and W. M. Hagans, in Bedford Township, Coshocton County, Ohio, and which are more particularly described by metes and bounds as follows:

In the first section or quarter township in Township five and Range eight of United States Military Survey, being known as all those parcels of land, being parts of lots nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-nine (29), and the whole of lots thirty (30) and thirty-one (31) and part of lot thirty-two (32) of the said military survey and bounded as follows:—

BEGINNING at the southwest corner of Lot No. 31; thence north with the west line of Lots Nos. 31 and 30, fifty-one and eleven hundredths (51.11) chains to the northwest corner of Lot No. 30; thence south eighty-eight (88) degrees east with the north line of lot No. 30, twenty-nine and eight tenths (29.8) chains; thence north ten degrees west twelve chains (N. 10 degrees 12 ch.); thence north seventy-one degrees east seven and ninety-six hundredths chains

(N. 71 degrees E. 7.96 ch) ; thence north one degree east ten and twenty-nine hundredths chains (N.1 degree E. 10.29 ch.) ; thence south eighty-nine degrees east five and seventy-three hundredths chains (3.89 degrees E. 5.73 ch) to the southwest corner of Lot No. 23 ; thence north with the west line of Lot No. 23, twenty-six and two tenths (26.2) chains to the northwest corner of Lot No. 23 ; thence south eighty-nine degrees east (S. 89 degrees E.) with the North line of Lot No. 23, twenty and thirty-five hundredths (20.35) chains ; thence south one-half degree west twenty-six and thirty-seven hundredths chains (S. $\frac{1}{2}$ degree W. 26.37 ch.) to the north line of Lot No. 22 ; thence east with the said north line three and ninety-seven hundredths (3.97) chains ; thence south three-fourth degree west twenty-five and sixteen hundredths chains (S. $\frac{3}{4}$ degrees W. 25.16 ch.) to the north line of Lot No. 21 ; thence west with the same three and fifty-seven hundredths (3.57) chains ; thence south one-half degree west twenty-four and ninety-one hundredths chains (S. $\frac{1}{2}$ degree W. 24.91 ch.) ; thence north eighty-nine degrees west two and four tenths chains (N. 89 degrees W. 2.4 ch) ; thence south two degrees east six and nineteen hundredths chains (S. 2 degrees E. 6.19 ch.) ; thence south sixty-four and one-half degrees west three and five tenths chains (S. $64\frac{1}{2}$ degrees W. 3.5 ch) ; thence south one degree west eighteen and twenty-five hundredths chains (S. 1 degree W. 18.25 ch) to the lands of Whitaker ; thence south fifty-two and one-half degrees west seven and twenty-five hundredths chains (S. $52\frac{1}{2}$ degrees W. 7.25 ch) ; thence south forty-eight degrees west twelve and four hundredths chains (S. 48 degrees W. 12.04 ch) ; thence north seventy degrees west sixteen and seven tenths chains (N. 70 degrees W. 16.7 ch) ; thence north one degree east seven and thirty-five hundredths chains (N. 1 degree E. 7.35 chains) to the north line of Lot No. 32 and the south line of Lot No. 31 ; thence north eighty-eight and one-half degrees west (N. $88\frac{1}{2}$ degrees W.) with the same twenty-five and nine-tenths (25.9) chains to the place of beginning ; containing according to the survey of Henry Severs, four hundred and sixty-three and three hundredths (463.03) acres.

Also, all of lot twenty-eight (28) in said section, or quarter, Township and County, of said survey, bounded by the lot lines, but excepting about one-half acre of land near the northwest corner owned by George McNabb.

Also part of lot twenty-nine (29), in said section or quarter Township and County, of said survey, bounded as follows :

Beginning in the southwest corner of said Lot twenty-nine (29) thence south eighty-eight and one-half degrees east (S. $88\frac{1}{2}$

degrees E.) with the south line thereof, twenty-nine and eight tenths (29.8) chains; thence north fourteen degrees west twelve chains (N. 14 degrees W. 12 ch); thence north seventy-one degrees east seven and ninety-six hundredths chains (N. 71 degrees E. 7.96 ch.); thence north one degree east ten and twenty-nine hundredths chains (N. 1 degree E. 10.29 ch.) to the north line of Lot No. 29, and the south line of Lot No. 28; thence west with the said line forty and eighty-two hundredths (40.82) chains to the northwest corner of Lot No. 29; thence south three fourths degree west (S. $\frac{3}{4}$ degree W.) with the west line thereof twenty-five and thirty-eight hundredths (25.38) chains to the place of beginning; containing in both parcels (that is the two parcels last described) one hundred eighty-six and three tenths (186.3) acres of land, more or less.

Also situate in the section or quarter township and County aforesaid parts of lots thirty-six (36) and thirty-seven (37) of said survey and bounded as follows: Beginning in the east line of Lot No. 37 and the west line of Lot No. 29, four and sixty-four hundredths (4.64) chains from the northeast corner thereof; thence north eighty-eight degrees west thirty-one and eighty-four hundredths chains (N. 88 degrees W. 31.84 ch.); thence south forty-four degrees west five and twenty-one hundredths chains (S. 44 degrees W. 5.21 ch.); thence west five and five tenths chains (W. 5.5 ch.) to the west line of said lot; thence south with the said west line twenty-eight and four hundredths (28.04) chains; thence south eighty-nine degrees east forty-one chains (S. 89 degrees E. 41 ch.) to the east line of Lot No. 36; thence north with the said line ten and fifty-seven hundredths (10.57) chains to the southeast corner of said Lot No. 37; thence north with the east line of Lot No. 37, twenty and seventy-four hundredths (20.74) chains to the place of beginning; containing one hundred and twenty-six and five hundredths (126.05) acres according to the survey of Henry Severs, reference to which is hereby made.

Also a part of Lot No. 21 of the first quarter of Township 5, and Range 8 and being a tract of land fifty (50) feet in width, lying south and east and adjacent to the right-of-way of the C A & C Railway Company. Beginning at the south line of the said C A & C Railroad on the west line of the east half of said Lot No. 21 which line is the west line of lands owned by Daniel Campbell and Ella Campbell; thence south along the west line 50 feet; thence north eastwardly parallel with the south line of said Railroad Company and fifty (50) feet distant therefrom to the north and east line of said Campbell's tract of land; thence along the said north line of Campbell's land fifty (50) feet to said right-of-way; thence south-

eastwardly along said southeast line of said right-of-way of the C A & C Railroad to the place of beginning, estimated to contain 1.69 Acres more or less.

Also a part of the southeast corner of Lot No. 38 and the northeast corner of Lot No. 37 in said Township—Beginning at a point in the center of the Warsaw and Tunnel Hill Road where the east line of Lot No. 38 intersects said center line; thence south one degree west along the east line of Lots Numbers 38 and 37 to a point 4.52 chains south of the northeast corner of said Lot No. 37; thence north 88 degrees west to the center line of said Warsaw and Tunnel Hill Road to a point; thence with the said center line of said road in a northeasterly direction to the place of beginning, estimated to contain two acres, more or less.

Excepting however, from the Real Estate above described, all the right, title and interest of the C A & C Railroad Company in and to a certain right-of-way over and across the said lands, together with all the appurtenances thereunto belonging and subject to all legal highways.

Upon examination of the abstract of title submitted, which abstract of title is certified by the abstracter under date of June 11, 1935, I find a number of defects of a minor nature in the early history of the title to some of the tracts of land included in the foregoing description. However, on account of the great lapse of time since these defects appeared in the chain of title to this property I feel that these defects may be safely waived. Coming to more recent times, certain questions are presented in the proceedings in and by which these lands or the larger part thereof were sold in foreclosure actions on mortgages executed by successive owners of the legal title to such property.

However, these questions, which need not be detailed here, do not, in my opinion, affect in any substantial way the title in and by which this property is now held by D. R. Foster, W. P. Kanuckel and W. M. Hagans as tenants in common.

I am of the opinion, therefore, upon examination and consideration of the abstract of title submitted to me, that said D. R. Foster, W. P. Kanuckel and W. M. Hagans have a good merchantable title in and to the above described property subject to the several inchoate dower interests of their respective spouses and subject to the following liens and encumbrances which are here noted as exceptions to the title in and by which this property is owned and held by the persons above named.

1. On June 20, 1934, W. M. Hagans, one of the tenants in common in and of the above described property and owning, apparently, an undivided one-third interest in the same, executed a mortgage deed to one D. R. Foster, who is one of the other tenants in common in and to this property, above

named, to secure an indebtedness of Hagans to Foster in the sum of \$1775.82. This mortgage has not been cancelled of record and is a subsisting lien upon Hagans' undivided interest in the property to the extent of the amount of the indebtedness secured by this mortgage which remains unpaid. Although D. R. Foster could not, perhaps, set up this mortgage against the warranty deed in and by which he conveys his interest to this property to the state of Ohio, you should see to it that this mortgage is cancelled by D. R. Foster before the warrant or warrants covering the purchase price of this property is paid over to him and to his co-tenants in the ownership of this property.

2. In a certain criminal case instituted by the state of Ohio against said W. M. Hagans, the same being case No. 3876 on the criminal docket of the Common Pleas Court of Coshocton County, Ohio, a judgment for costs in this case was apparently rendered against said W. M. Hagans. The amount of these costs are not stated in the abstract. However, these costs have undoubtedly been taxed by this time and provision should be made for their payment before the transaction for the purchase of this property is closed by your department. The same observation with respect to the payment of costs may be here made with respect to the costs incurred by said W. M. Hagans in the case of *W. M. Hagans, Plaintiff in Error vs. State of Ohio, Defendant in Error*, case No. 3677, in the Common Pleas Court of Coshocton County, Ohio, which case was on petition in error to a judgment of a justice of the peace of Tuscarawas Township in said county apparently finding said W. M. Hagans guilty of some offense under the Fish and Game Laws of this state. All costs in these cases should be paid before the transaction for the purchase of this property is closed by delivery of the warranty for the purchase price of the property.

3. A small tract of 1.69 acres of land which is included within the property above described is subject to a reservation, in favor of one Pren Metham, his heirs and assigns, of the coal under this 1.69 acres tract of land together with the right in such person or his assigns to enter upon said land for the purpose of operating and removing this coal. This reservation was made in a deed by which Pren Metham conveyed a larger tract of land, which included the land here in question, to James A. Wright and Daniel L. Campbell, in the chain of title in and by which this property came down to the present owners. Whether this reservation or anything that said Pren Metham or his assigns may do under the same will in anywise interfere with the use for which your department intends this property is a matter for you to decide. It is altogether probable that this reservation is at the present time a matter of little importance so far as this small tract of land is concerned. However, I do not have at hand the facts which will enable me to make any determination of this matter and the same is one for your consideration.

4. On April 24, 1917, Burgess Donley, who then held title to a two acre tract of land included in the lands above described executed an oil and

gas lease upon a larger tract of land which included this two acre tract of land. This oil and gas lease was executed to the Ohio Fuel Supply Company and there is nothing in the abstract to show any cancellation of this lease which gave the lessee above named the right, for a term of twenty years, to go upon said land and to search for, produce and extract therefrom, oil and gas. As an extension of said term of twenty years it was further provided that said lease was to extend for such further time as oil and gas might be produced from said lands. The abstract does not show what, if anything, has been done by the lessee under this lease although the abstracter, in a communication transmitted to me subsequent to the certification of the abstract, says that this lease has probably expired through non-payment of rents. It is sufficient for me to say that I do not have at hand facts sufficient to enable me to determine whether or not the lessee has abandoned this lease or otherwise and this too is a matter which should be investigated by you before the transaction for the purchase of this property is closed.

5. It appears that the taxes on this above described property for the last half of the year 1934 and which were due and payable June 20, 1935, are unpaid and are a lien upon the property. It appears, further, that the undetermined taxes for the year 1935 are likewise a lien upon this property. Some provision should, of course, be made with respect to the payment of these taxes before the warrant is delivered for covering the purchase price of this property.

Upon examination of the warrant of title tendered by the above named D. R. Foster, W. P. Kanuckel and W. M. Hagens I find that the same has been properly executed and acknowledged by the grantors and by their respective wives, Louise S. Foster, Helen Kanuckel and Gladys B. Hagens. Upon examination of the provisions of the deed I find that the same are in proper form and that they are effective to convey this property to the state of Ohio by full fee simple title with a warranty that the same are free and clear of all encumbrances except the taxes due and payable in June 1935 for the last half of the year 1934, and thereafter. Said deed is accordingly hereby approved by me.

Upon examination of contract encumbrance record No. 6 I find that the same has been properly executed and that there is shown to be a sufficient unencumbered balance in the proper appropriation account standing to the credit of your department to pay the purchase price of this property which is the sum of \$8500.00. I further find that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account the money necessary to pay the purchase price of the property, all pursuant to the authority conferred upon said Board by the Appropriation Act.

It may be further added that this property is being purchased in the name of the state of Ohio for the use of the Division of Conservation and

by authority of a resolution of the Conservation Council adopted under the provisions of Section 1435-1, General Code.

I am herewith returning said abstract of title, warranty deed, encumbrance record No. 6, controlling board certificate and other files relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4486.

APPROVAL, BONDS OF CITY OF CLEVELAND, CUYAHOGA COUNTY, OHIO, \$15,000.00 (UNLIMITED).

COLUMBUS, OHIO, August 1, 1935.

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

4487.

APPROVAL, NOTES OF GREENFIELD EXEMPTED VILLAGE SCHOOL DISTRICT, HIGHLAND COUNTY, OHIO, \$29,348.00.

COLUMBUS, OHIO, August 1, 1935.

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

4488.

APPROVAL, NOTES OF GALENA VILLAGE SCHOOL DISTRICT, DELAWARE COUNTY, OHIO, \$4,629.00.

COLUMBUS, OHIO, August 1, 1935.

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