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## APPROVAL—WARRANTY DEED AND QUIT CLAIM DEED EXECUTED TO THE STATE OF OHIO TO TWO TRACTS OF LAND IN ASHLAND COUNTY.

COLUMBUS, OHIO, December 26, 1934.

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

DEAR SIR:—This office is this day in receipt of a warranty deed and a quit claim deed executed by Sanford C. Welsh, Edmund R. T. Welsh and Myrtle E. Welsh Brown conveying to the state of Ohio two contiguous tracts of land owned by said grantors in Hanover Township, Ashland County, Ohio, which tracts of land and the reservations in and upon which this property is conveyed to the state of Ohio, are described and set forth in said deeds as follows:

Being the Northwest Quarter of the Southeast Quarter of Section Seven, Township Nineteen, Range Sixteen, containing Forty Acres of land.

Also the following tract, Situated in the Township of Hanover, County of Ashland and State of Ohio and being a part of the Southwest Quarter of Section Seven, township Nineteen, Range Sixteen, beginning at the Northeast corner of the Southwest quarter of Section Seven; thence West on said Quarter line 45 65/100 rods; thence South eighty-seven (87) rods; thence East 45 65/100 rods; thence North on said quarter section line eighty-seven (87) rods to the place of beginning and containing Twenty-five (25) Acres, more or less.

Except that J. A. Cole and H. F. Cole, former grantors, have reserved the right to cross said land with teams and horses in such a way as not to injure any crops or land.

Grantors reserve the royalty on two gas wells numbered No. 4145 and 4157 on said lands as long as the Ohio Fuel Gas Company or its assignees continue to pay royalties on the same.

The deeds above referred to were submitted to me in place of two former deeds which were submitted to this office by you with the abstract of title and other files relating to the purchase of the above described property, which former deeds were disapproved by me on account of a defect in the execution of the same.

Since the receipt of the corrected deeds, above mentioned, I have examined the abstract of title and other files relating to the purchase of this property and as a result of my examination I find that Sanford C. Welsh, Edmund R. T. Welsh and Myrtle E. Welsh Brown, as tenants in common, have a good merchantable title to the tracts of land above described and that they own and hold the same free and clear of all encumbrances except the undetermined taxes for the year 1934, which are a lien upon the property, and except an oil and gas lease on this property which was executed under date of July 29, 1914, to the Logan Natural Gas Company and which is, apparently, now owned and held by the Ohio Fuel Gas Company. Two gas wells are in operation under this lease and, as will be noted from the pro-

visions of the deeds set out above, the royalties on these gas wells are reserved by the grantors. It appears further from the abstract of title, as well as from said deeds, that J. A. Cole and H. F. Cole, by reservation in a former deed in the chain of title of the twenty-five-acre tract of land above described, own and hold the right to cross said land with teams and horses in such a way as not to injure any crops on this land. This reservation and the rights of these persons under the same constituted an encumbrance on the land, but the same will probably not be a matter of any importance to your department in view of the use which it expects to make of the same.

Upon examination of the warranty deed and the quit claim deed which have been tendered to the State by Sanford C. Welsh, Edmund R. T. Welsh, and Myrtle E., Welsh Brown, I find that said deeds have been properly executed and acknowledged by said owners and by Lillie L. White Welsh, the wife of Sanford C. Welsh, who thereby releases her right and expectancy of dower in this property. Upon examination of the provisions of these deeds, I find that the form of the same is such that the deeds and each of them are legally sufficient to convey the above described property to the state of Ohio by full fee simple title subject only to the reservations with respect to the gas well royalties and to the adverse rights of J. A. Cole and H. F. Cole, above referred to. Other than these reservations the warranty deed so tendered warrants this property against all claim or claims of all persons whatsoever.

Contract encumbrance record No. 7, 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 there is a sufficient unencumbered balance in the proper appropriation account to the credit of the Ohio Agricultural Experiment Station, to pay the purchase price of this property, which purchase price is the sum of thirteen hundred dollars. It likewise appears, in this connection, that the purchase of the property here in question has been approved by the Board of Control, as is evidenced by the certificate of said Board over the signature of its President under date of September 11, 1934.

I am herewith returning with my approval said abstract of title, warranty deed and quit claim deed, contract encumbrance record No. 7, Controlling Board certificate and a copy of the option which was taken by your department for the purchase of this property.

You will note that in the abstract of title and at the end thereof there is set out a power of attorney executed by Edmund R. T. Welsh and Myrtle E. Welsh Brown to Sanford C. Welsh, authorizing him on their behalf to receive the purchase money for this property. This is a matter that should be taken up by you with the Auditor of State when the voucher is issued for the purchase price of the property upon which the warrant of the Auditor of State will be issued.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*