

the hand of L. Wooddell, Conservation Commissioner. Upon examination of the provisions of the lease and of the conditions and restrictions therein contained, I find that the same are in conformity with the provisions of sections 13965, et seq., General Code, and with other statutory enactments relating to leases of this kind. I am accordingly approving this lease as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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2939.

APPROVAL—CERTIFICATE OF TITLE AND WARRANTY DEED, TRACT OF LAND OWNED BY CLETUS HARTONG AND BEULAH HARTONG, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO, NORTHWEST QUARTER SECTION NO. 30, AND SOUTHWEST QUARTER SECTION NO. 19.

COLUMBUS, OHIO, September 8, 1938.

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

DEAR SIR: You have submitted for my examination and approval a certificate of title and a warranty deed relating to a certain tract of land owned of record by Cletus Hartong and Beulah Hartong in Green Township, Summit County, Ohio; the same being a part of the northwest quarter of Section No. 30 and of the southwest quarter of Section No. 19 in said township, and being more particularly described as follows:

Beginning at a stake set in the east line of the northwest quarter of Section No. 30, said stake being N. 7° 12' 23" E. nineteen hundred forty-five and eighteen hundredths (1945.18) feet, measured along the east line of said northwest quarter section from the center of Section No. 30; thence continuing along the center line of Nerhood Road and the east line of the northwest quarter of Section No. 30 N. 7° 12' 23" E. ten hundred sixty-six and thirty-three hundredths

(1066.33) feet to the intersection of the center line of Nerhood Road and the center line of the Clinton-Greensburg Road; thence along the center line of the Clinton-Greensburg Road S. 85° 44' 40" W. three hundred eighty-nine and fourteen hundredths (389.14) feet to a stake; thence S. 7° 12' 23" W. parallel with the east line of the northwest quarter of Section No. 30, nine hundred eighty-nine and no hundredths (989.00) feet to a stake; thence S. 82° 47' 37" E. three hundred eighty-one and thirty-eight hundredths (381.38) feet to the place of beginning and containing nine and no hundredths (9.00) acres of land as surveyed May 10th, 1936 by Francis Stafford.

Upon examination of the certificate of title submitted to me, which certificate is dated June 24, 1938, I find that Cletus Hartong and Beulah Hartong have a fee simple title to the above described tract of land and that they own and hold the same free and clear of all encumbrances except those herein noted as follows, to-wit:

1. On August 16, 1902, one Elias Myers, who then owned the property here in question, executed an instrument in deed form in and by which he granted to The East Ohio Gas Company a right of way or easement in, upon and over the above described tract of land for certain pipe lines and a telegraph line which The East Ohio Gas Company, as the grantee therein named, was authorized to lay, maintain and construct in and upon these lands. Nothing is indicated in the certificate of title or in any other files submitted to me as to what, if anything, was done by The East Ohio Gas Company under this easement. Although, as to this, I assume that pursuant to this easement The East Ohio Gas Company has constructed one or more pipe lines across the premises which have been or ought to be removed by said company under the agreement entered into by and between said company and the State of Ohio represented by your department. In any event, it is certain that you or your engineers and agents in the field are familiar with the facts in regard to this encumbrance.

2. On October 19, 1907, said Elias Myers granted to The East Ohio Gas Company a like easement for the construction and maintenance of a pipe line for the transportation of gas in, upon and over the lands here in question. You and your engineer in charge of this project are doubtless familiar with any pipe line construction under this easement; which pipe line, if constructed, has doubtless been removed under the agreement above referred to.

3. On May 12, 1937, Cletus Hartong and Beulah Hartong, his wife, as the owners of the above described tract of land, executed an oil and gas lease to The East Ohio Gas Company in and by which the above described premises were leased and demised to the above named lessee for oil and gas development purposes with the additional right in said lessee of laying pipe lines and of constructing such tanks, stations and other structures that might be necessary in the removal and transportation of oil and gas developed on the premises. You are doubtless familiar with the existence of this oil and gas lease; and it is likewise assumed that proper arrangements have been made by and between your department and the gas company with respect to this lease and the rights of the gas company under the same.

4. On April 1, 1926, Cletus Hartong and Beulah Hartong executed a mortgage on the above described tract of land to Frank O. Boston and Marcia B. Boston to secure the payment of a promissory note of even date therewith in the sum of \$2500.00 due on or before ten years from the date of said note and mortgage. This mortgage has not been cancelled of record and the same is a lien upon this property to the extent of the amount of money remaining due on the note secured by this mortgage, together with interest thereon at the rate of six per cent provided for in the note. Provision should be made for the payment and satisfaction of this note and mortgage before the transaction for the purchase of this property is closed.

In addition to the exceptions to the title of Cletus Hartong and Beulah Hartong in and to the above described property, it is noted that Elias Myers, who formerly owned this property, died testate on or about May 11, 1915; and that by his last will and testament he devised to his wife, Salome Myers, a life interest in this and other real estate owned by him with a remainder in fee over to his son, Kelly Myers. There is nothing in the certificate of title to show that Salome Myers, the relict of Elias Myers, is dead or that she at any time conveyed her life interest in and to the above described property either to Cletus Hartong and Beulah Hartong or to any other person or persons in the chain of title in and through which Cletus Hartong and Beulah Hartong became the owners of the property. The facts in regard to this matter should, of course, be investigated for the purpose of ascertaining whether said Salome Myers is still living and, if so, whether her apparent life interest has passed into the chain of title of the Hartongs.

As of the date of said certificate of title it appears that the taxes on this property for the last half of the year 1937, amounting to the sum of \$12.61, are unpaid and are a lien upon the property. The un-

determined taxes on this property for the year 1938 are likewise a lien. Some arrangements should, of course, be made for the payment of these taxes in closing the transaction for the purchase of this property.

Upon examination of the warranty deed tendered by Cletus Hartong and Beulah Hartong, I find that the same has been properly executed and acknowledged by said grantors and that the form of this deed is such that the same is legally sufficient to convey the above described lands, together with all appurtenances thereunto belonging, to the State of Ohio by fee simple title with a covenant of warranty that this property is conveyed to the State free and clear of all encumbrances whatsoever.

No contract encumbrance record has been submitted covering the purchase price of the above described property, which purchase price is the sum of \$7,000.00. As soon as the necessary money is allotted by the proper authorities for the payment of the purchase price of this property, a contract encumbrance record covering the amount of such purchase price should be submitted to this office for approval by supplemental opinion or letter.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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2940.

INITIATIVE PETITION—PROPOSED CONSTITUTIONAL AMENDMENT—CERTIFICATION OF SUMMARY—THE OHIO STATE RECOVERY PENSION ACT—THIRTY ONE DOLLAR RECOVERY PENSION WARRANTS PER WEEK TO BE ISSUED TO A REGISTERED, QUALIFIED ELECTOR, FIFTY YEARS OLD AND OLDER, NOT EMPLOYED OR AN EMPLOYER RECEIVING LESS THAN THIRTY DOLLARS PER WEEK FROM OTHER SOURCES.

(Petition filed too voluminous to be here printed.)

COLUMBUS, OHIO, September 8, 1938.

MR. FRANK H. FAGAN, 1900 *Euclid Avenue, Cleveland, Ohio.*

DEAR SIR: . You have submitted for my examination a written petition signed by one hundred qualified electors of this state con-