

1. An oil and gas lease from Salvatore Coniglio to James H. McFeely, recorded in Lease Record No. 17, page 46 of Lease Records of Jefferson County, Ohio. No further data is given and I can express no further opinion respecting the nature of this encumbrance.

2. The abstracter says \$39.65 is due for June and December, 1926 taxes. The 1927 taxes, payable in December, 1927, and June, 1928, are now a lien, but I am unable to ascertain the amount thereof. More definite information should be obtained in respect to the amount due on taxes, in order to determine the full amount which is now a lien on the premises.

3. The abstracter notes a road assessment lien on the property on account of the improvement of the Richmond-Pravo Road. This assessment is to be paid in thirteen installments, the 1927 installment amounting to \$13.65. The entire assessment is a lien on the property.

The abstract does not show that any examination has been made in the United States Court and that an examination of the judgment indexes in the clerk's and sheriff's offices for judgment liens only goes back as far as 1910.

The form of deed submitted has not been executed, witnessed or acknowledged. The form is approved and when properly executed, witnessed and acknowledged will pass a good title to the premises under consideration.

The abstract of title and form of deed are herewith returned to you.

Respectfully,

EDWARD C. TURNER,
Attorney General.

704.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN SALEM TOWNSHIP,
JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, July 8, 1927.

HON. CHAS. V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted for my opinion the abstract of title prepared by R. G. Porter of Steubenville, Ohio, up to June 1, 1927, and the form of deed covering the land of Albert Kuester, situate in Salem Township, Jefferson County, Ohio, described as follows:

Being a part of the southeast quarter of Section 24, Township 10, and Range 3. Beginning at the northeast corner of said quarter Section; thence S. 770 feet; thence S. 62° W. 436 feet; thence S. 31° W. 1350 feet; thence S. 59° 30' W. 265 feet; thence S. 22° E. 140 feet; thence S. 350° W. 500 feet to the S. line of Section 24; thence W. 1190 feet to the S. W. corner of said quarter Section; thence N. 2783 feet to the N. W. corner of said quarter Section; thence E. 2595 feet to beginning. Containing 123 acres, more or less.

There is nothing of value in the abstract of title to this land until 1875 when the estate of Isaac Johnston was administered, who, together with his wife Nancy Johnston, owned the southeast quarter of Section 24, in which the land in question is situated. However, I am of the opinion that the abstract shows a sufficiently good and merchantable title to the 123 acres in question in Albert Kuester, subject to the following:

1. An oil and gas lease by Elizabeth Kuester to C. H. Snyder, dated July 9, 1909, which the abstracter says is for ninety days, to drill a well or pay royalty. The lease is

recorded in the Lease Records of Jefferson County in Vol. 13, page 458, and does not appear to be released. The notation of the abstracter is ambiguous in that it does not state definitely the term of the lease; and for lack of definite information, I am unable to say that this lease does not constitute an encumbrance on the property in question.

2. An oil and gas lease given by Elizabeth Kuester to J. J. Crawford under date of July 27, 1909. It is recorded in Vol. 14, page 4, of the Lease Records of Jefferson County, and is not released. The above observations respecting the Snyder lease apply in equal force with respect to the Crawford lease.

3. An oil and gas lease by Charles Kuester to The Fairfield Oil & Gas Company, under date of October 16, 1926, by the terms of which the lessee is given the right to drill a well within one year or pay royalty. The lease is recorded in Lease Records No. 21, page 27, and is not released.

4. A mortgage by Albert Kuester and Nettie A. Kuester to the Federal Land Bank of Louisville, under date of September 4, 1925, recorded in M. R. 104, page 397 Jefferson County, Ohio, to secure the payment of a note of the grantors for \$1,300.00, bearing interest at the rate of $5\frac{1}{2}\%$ per annum, payments to be made under an amortization plan, as provided in and required by the Federal Farm Loan Act.

5. The abstracter states the sum of \$23.50 is due for taxes, payable in 1927. It is assumed that this is the June instalment of the 1926 tax; and, in addition, there would be the 1927 taxes to be paid, which are now a lien.

6. A road assessment in the sum of \$6.83, payable in thirteen instalments, the first payment to be made in 1927. Apparently the amount stated to be due is only the 1927 instalment. The entire assessment is probably much greater than the amount stated. The amount of the entire assessment should be ascertained.

The abstracter shows an examination of the judgment indexes in the Clerk's and Sheriff's offices for judgment liens only goes back as far as 1910, and indicates that no examination has been made in the United States Court.

The form of deed submitted has not been executed, witnessed or acknowledged. However, it is in proper form and when executed, witnessed and acknowledged will transfer a good title to the land in question.

The abstract and form of deed are herewith returned to you.

Respectfully,
EDWARD C. TURNER,
Attorney General.

705.

APPROVAL, NOTE OF MONROE TOWNSHIP RURAL SCHOOL DISTRICT,
COSHOCTON COUNTY.

COLUMBUS, OHIO, July 8, 1927.

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