

as well as the abstract thereof, is hereby approved and said abstract of title, warranty deed, Contract Encumbrance Record No. 17, Controlling Board certificate and other files relating to the purchase of this property, are herewith enclosed.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4252.

APPROVAL, ABSTRACT OF TITLE, ETC., RELATING TO THE PROPOSED
PURCHASE OF LAND IN HANOVER TOWNSHIP, ASHLAND COUNTY,
OHIO—JAMES E. HALDERMAN.

COLUMBUS, OHIO, May 11, 1935.

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

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, encumbrance record No. 15, Controlling Board certificate and other files relating to the proposed purchase by the state of Ohio for the use of your department of two tracts of land owned of record by one James E. Halderman in Hanover Township, Ashland County, Ohio, which tracts of land are more particularly described as follows:

Being the North East quarter of the North East quarter of Section # 7 Township # 19 of Range # 16, containing forty (40) acres be the same more or less.

Also being a part of the South East quarter of Section # 6, Township # 19 of Range # 16. Commencing at the South East corner of the quarter, thence North $1\frac{1}{2}^{\circ}$ W. on the E. line of the quarter 10 chains to a post, thence North 88° W. 2.20 chains, thence N. 67° W. 1.18 chains, thence S. $53\frac{1}{2}^{\circ}$ W. 1.67 chains, thence S. 37° W. 1.52 chains, thence S. $74\frac{1}{2}^{\circ}$ W. 0.75 chains, thence South $44\frac{1}{2}^{\circ}$ W. 1.60 chains, thence S. 58° W. 2.72 chains, thence S. 62° W. 2.95 chains, thence S. $70\frac{1}{2}^{\circ}$ W. 1.70 chains, thence S. 4° W. 4.25 chains to the South line of the quarter, thence N. 88° E. on the South line of the quarter 14.24 chains to the place of beginning containing just eleven (11) acres and $\frac{43}{100}$ of an acre of land.

Upon examination of the abstract of title submitted, which is certified by the abstractor under date of March 23, 1935, I find that James E. Halderman has a good merchantable fee simple title to the above described tracts of land subject to the objections, liens and encumbrances hereinafter mentioned which are here noted as exceptions to the title in and by which James E. Halderman owns and holds this land.

1. James E. Halderman obtained the title to this property by a deed of conveyance executed by one Hannah Halderman under date of August 15, 1914. This deed was executed and acknowledged by Hannah Halderman alone, and there is nothing in the abstract of title to indicate whether she was married or single at this time. Inasmuch as the abstract shows that under date of October 24, 1912, Hannah Halderman was married and had as her husband one Noah Halderman, evidence should be furnished to you showing that Noah Halderman is dead or that his inchoate dower inter-

est was in some manner barred before the execution of the deed by which Hannah Halderman conveyed this property to James E. Halderman, and that at the time of the execution of this deed Hannah Halderman was unmarried. This information should, of course, be obtained before the transaction for the purchase of this property is closed by the issuance of a voucher covering the purchase price of the property.

2. On March 31, 1919, James E. Halderman executed a mortgage on this property to the Farmers Bank of Loudonville to secure the payment of a note or other obligation to the bank in the sum of \$400.00. This mortgage is not canceled of record, and the same is a lien upon this property to the extent of the amount remaining unpaid upon the obligation secured by such mortgage.

3. On March 29, 1933, James E. Halderman executed a mortgage on this property to one Dan Bowman of Perrysville, Ohio, to secure a note or an obligation otherwise evidenced in the sum of \$260.00. This mortgage has not been canceled of record and the same to the extent of the amount of money remaining unpaid upon the obligation secured thereby, is a lien upon the property.

4. On August 31, 1914, James E. Halderman executed to the Ohio Fuel Supply Company a deed or other similar instrument in and by which he granted to said company a right by way of easement to lay down a pipe line, telegraph line and telephone line in and over the above described lands, with the further right on the part of said company to maintain and operate said lines. It is further noted that on May 15, 1917, James E. Halderman executed another and similar instrument to the Ohio Fuel Supply Company giving said company the right to lay, maintain and operate a pipe line, telegraph line or telephone line in and upon said premises.

5. On March 9, 1931, James E. Halderman executed an oil and gas lease of the above described property to The Ohio Fuel Gas Company. By this lease The Ohio Fuel Gas Company was given the right to go in and upon said lands and take therefrom oil and gas for a term of five years from July 25, 1932, and so much longer thereafter as oil or gas might be produced on said premises. This lease has not been canceled of record. And there is nothing in the abstract to show what, if anything, has been done by The Ohio Fuel Gas Company in developing this property for either oil or gas. What the facts may be with respect to this matter and whether such gas or oil development, if any, will in any wise interfere with your proposed use of this property is, of course, a matter for your determination.

Upon examination of the warranty deed tendered to the state of Ohio and conveying to it the above described property, I find that the same has been executed by one D. C. Nouse, as attorney in fact for said James E. Halderman, under a power of attorney executed by James Halderman under date of October 20, 1934. It appears from the granting clause of the deed, as well as in the execution of the deed, that the conveyance is by D. C. Nouse as attorney in fact for James Halderman and is not by James E. Halderman by D. C. Nouse as attorney in fact under said power of attorney. In other words, the conveyance is in the name of the agent rather than that of the principal. However, this error, if it be such, in the execution of the deed is cured and the deed in this form is validated by the provisions of section 8514, General Code. This section of the General Code provides that no deed of real estate executed by a person acting for another, under a power of attorney duly executed, acknowledged, and recorded, will be invalid or defective because he is named therein as such attorney, as the grantor, instead of his principal. In view of the provisions of this section of the General Code and inasmuch as I find that this deed has been otherwise properly executed and acknowledged and the form of the deed is such as to convey the title to this property to the state of Ohio by fee simple title with a covenant of warranty against all encumbrances whatsoever, this deed is approved.

Upon examination of contract encumbrance record No. 15, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby 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 \$1020.00.

It appears further by recital contained in said contract encumbrance record, as well as from the certificate of the Controlling Board, that said Board has approved the purchase of this property under the authority conferred upon it by the appropriation act, and has released from the appropriation the money necessary to pay the purchase price of this property.

Subject to the exceptions above noted, the title of James E. Halderman in and to this property and the abstract of title submitted are approved with the request that before the transaction for the purchase of this property is closed this office be furnished with such information as will obviate the objections above noted as exceptions to the title. I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 15, Controlling Board certificate and other files relating to the purchase of this property.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

4253.

APPROVAL, BONDS OF LIMA CITY SCHOOL DISTRICT, ALLEN COUNTY,
 OHIO, \$20,000.00.

COLUMBUS, OHIO, May 13, 1935.

Industrial Commission of Ohio, Columbus, Ohio.

4254.

APPROVAL, BONDS OF LIMA CITY SCHOOL DISTRICT, ALLEN COUNTY,
 OHIO, \$27,000.00.

COLUMBUS, OHIO, May 13, 1935.

Industrial Commission of Ohio, Columbus, Ohio.

4255.

APPROVAL, BONDS OF SPRINGFIELD RURAL SCHOOL DISTRICT, GALLIA
 COUNTY, OHIO, \$2,687.75.

COLUMBUS, OHIO, May 13, 1935.

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