

2040.

APPROVAL—BONDS VILLAGE OF CANFIELD, MAHONING COUNTY, OHIO, \$19,000.00, PART OF ISSUE DATED MARCH 1, 1935.

COLUMBUS, OHIO, March 8, 1938.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*  
GENTLEMEN:

RE: Bonds of Village of Canfield,  
Mahoning County, Ohio, \$19,000.00.

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of waterworks bonds in the aggregate amount of \$20,000, dated March 1, 1935, bearing interest at the rate of 4% per annum.

From examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute valid and legal obligations of said village.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

2041.

STATUS, ABSTRACT OF TITLE AND OTHER INSTRUMENTS, CERTAIN DESCRIBED TRACT OF LAND, TO BE CONVEYED TO STATE OF OHIO, THROUGH OHIO AGRICULTURAL EXPERIMENT STATION, FOR USE, DIVISION OF FORESTRY, BY NETTIE M. GOOD, LAUREL TOWNSHIP, HOCKING COUNTY, OHIO, PURCHASE PRICE, \$1208.31.

COLUMBUS, OHIO, March 8, 1938.

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

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval

an abstract of title, warranty deed, contract encumbrance record No. 61 and other files relating to a certain tract of land which is owned of record by one Nettie M. Good in Laurel Township, Hocking County, Ohio, and which is more particularly described by metes and bounds as follows:

Being a part of the North West Quarter of Section No. 19, Township No. 12, Range No. 18, Hocking County, Ohio, beginning at the North West corner of the South West quarter of the North East Quarter of Section No. 19, Township No. 12, Range No. 18, said point of beginning being marked with a concrete monument with a bronze plug in center, this monument being a corner of lands of The State of Ohio, Edward Floyd and Nettie Good, thence South two degrees and forty three minutes West thirteen hundred eighty nine and seventy two hundredths (1389.72) feet to a concrete monument; thence North eighty six degrees and thirty one minutes W. (N 86 deg. 31' W.) one thousand seventy seven and twenty two hundredths (1077.22) feet to a concrete monument, which is the corner of lands of the State of Ohio, Lewis Keister and Mrs. Thomas Good, (Nettie M. Good); thence North eighty six degrees and thirty nine minutes west (N. 86 deg. 39' W.) two hundred eighty two and ninety six hundredths (282.96) feet to a concrete monument at corner of lands of Lewis Keister, and Mrs. Thomas Good; thence North two degrees and forty three minutes East (N. 2 deg. 43' E.) three hundred eighty eight and thirty three hundredths (388.33) feet to a concrete monument at corner of lands of Mrs. Thomas Good and Lewis Keister; thence North eighty seven degrees and thirty nine minutes west (N. 87 deg. 39' W.) one thousand twenty three and eighty seven hundredths (1023.87) feet to a concrete monument; thence North two degrees and forty three minutes east (N. 2 deg. 43' E.) one thousand twenty two and thirty three hundredths (1022.33) feet to a concrete monument; thence South eighty six degrees and thirty one minutes east (S. 86 deg. 31' E.) two thousand three hundred eighty four and five hundredths (2384.05) feet to the place of beginning, all bearings being referred to the true meridian, and the tract containing 67.184 acres more or less.

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of October 27, 1937, I find that said Nettie M. Good has a merchantable title to the above described tract of land and that she owns and holds the same free and

clear of all encumbrances except those here noted as the only exceptions to the title in and by which she owns and holds this property, to wit:

1. The taxes on this property for the year 1937, the amount of which was not determined at the time of the certification of the abstract, are a lien upon the property to the amount of taxes as they may now or hereafter be determined.

2. On February 3, 1931, Thomas H. Good, the predecessor in title of Nettie Good in and to the above described tract of land, together with Nettie Good, his wife, executed a mortgage to the Salt Creek Valley Bank to secure an indebtedness in the sum of \$675.00. This mortgage, as the same was executed, covered the following described tracts of land:

Situated in the County of Hocking, in the State of Ohio, and in the Township of Laurel and bounded and described as follows: Being a part of Fractional Lot No. 2, Section No. 19, Township No. 12, Range No. 18, Hocking County, Ohio, beginning 3.95 chains West of the N. E. corner of said lot; thence South 35.42 chains; thence West 7.35 chains; thence North 22.67 chains; thence West 3.10 chains; thence North 12.75 chains to the North line of said lot East 10.05 chains to the place of beginning, containing 29.47 acres \* \* \* also a part of Fractional Lot No. 2, Section No. 19, Township No. 12, Range No. 18, beginning at the N. E. corner of said lot; thence South 35.42 chains; thence West 3.95 chains; thence North 35.42 chains to the North line of said lot; thence East 3.95 chains to the place of beginning, containing 13.95 acres, more or less.

Without a plat of the tract of land here in question and of those covered by said mortgage, I cannot state with any certainty how much of the land covered by this mortgage is included within the 67.184-acre tract of land which the state now proposes to purchase and acquire from Nettie Good. The mortgage has not been canceled of record and I am inclined to the view that the same is a lien upon a part of the property here in question and that the transaction for the purchase of this property should not be closed until some arrangement is made for the satisfaction and cancellation of this mortgage.

3. In addition to the mortgage and tax liens above referred to, there are a number of encumbrances upon this property or a part of the same arising by reason of oil and gas leases and of pipe line and other right of way easements which have been granted by Nettie Good's predecessors in title to the above described tract of land or to a part of the same. On November 11, 1913, one D. E. Unkle, being then the

owner of the above described tract of land or of a part of the same, executed an easement deed to the Columbus Gas and Fuel Company in and by which said company was given the right to lay pipes for the transportation of gas and oil in and upon a tract of land which was roughly described in said deed as being bounded on the north by the lands of A. Starr; on the south by the Remple farm; on the east by the E. Floyd farm; and on the west by the T. Good farm. It is not shown by the abstract what, if anything, was done by said grantee or by its successor in interest, The Ohio Fuel Gas Company, under this lease. It is sufficient to say that this easement appears as an encumbrance in the name of The Ohio Fuel Gas Company affecting so much of the property here in question as is included within the description of the property described in the deed conveying this easement to The Columbus Gas and Fuel Company. In this connection, it is noted that under date of December 26, 1912, Daniel Unkle granted an easement to The Ohio Fuel Supply Company in and by which said company was given the right to lay a pipe line in and over the same property covered by the easement above referred to and that this easement so granted to The Ohio Fuel Supply Company was later, to wit, under date of December 5, 1927, assigned to The Ohio Fuel Gas Company, which company apparently now owns and holds this easement. How far either of the easements above referred to affect the tract of land here in question for the purpose for which the same is being purchased by the Board of Control of the Ohio Agricultural Experiment Station, is a matter for the determination of the State Forester who is, undoubtedly, familiar with this property and with pipe lines that may have been laid in and upon the same.

4. Under date of August 15, 1898, Robert Good and William Good, predecessors in title to Thomas Good and Nettie Good in and to some of the lands now owned and held by Nettie Good, executed an oil and gas lease to The Central Contract and Finance Company in and by which said company was given the right to enter upon a 55-acre tract of land in the northwest quarter of section 19 in said township for the purpose of drilling and operating for oil and gas on said premises. It does not appear that this lease has ever been canceled. Without the aid and assistance of a map or plat of the property covered by this lease and of that which you propose to purchase from Nettie Good, I am unable to state how much, if any, of the land here in question is affected by this lease. This is a matter for the consideration of the Forestry Division of your department before the transaction for the purchase of this property is closed.

5. On December 27, 1909, Robert Good, a predecessor in title of Nettie Good in and to a part of the property now owned by her, executed an oil and gas lease to The Central Contract and Finance Company in

and by which said company was given the right to enter in and upon a 16-acre tract of land on the east side of the west half of northwest quarter of section 19 for the purpose of exploring for and taking gas and oil from said premises. This lease has apparently not been cancelled of record although it is not at all clear from the abstract whether this lease in any wise affects the property here in question.

6. On December 21, 1912, Thomas H. Good, predecessor in title to Nettie Good, executed a right of way easement to The Ohio Fuel Supply Company, which easement was later under date of December 5, 1927, assigned to The Ohio Fuel Gas Company. By this easement The Ohio Fuel Supply Company or its assignee above named was given the right to lay a pipe line in and across a tract of land described as being bounded on the north by the lands of Mart Beavers; on the east by the lands of Dan Unkle; on the south by the lands of David Lutz; and on the west by the lands of Joe White and William Good. This easement has not been surrendered and the same is an apparent encumbrance upon the property therein described; although I am not able to determine from the abstract how far this easement affects the property here in question.

7. Some of the property now owned by Nettie Good was formerly owned by William Good. And in this connection, it is noted that under date of December 21, 1912, William Good executed a right of way easement to The Ohio Fuel Supply Company, which easement was later assigned to The Ohio Fuel Gas Company. By this instrument The Ohio Fuel Supply Company or its assignee above named was given the right to lay a pipe line in and upon lands owned by the grantor in Laurel Township, Hocking County, Ohio, and described as a tract of land bounded on the north by the lands of Joe White; on the east by the lands of Thomas Good; on the south by the lands of J. Clapper and Eva Lutz; and on the west by the lands of George Kelch. This easement has apparently not been canceled or otherwise released and the same appears as an encumbrance upon the property therein described, although it is not at all clear from the abstract that this easement affects the property here in question. Further, in this connection, it appears that on November 7, 1913, said William Good executed a right of way easement to The Columbus Gas and Fuel Company in and by which he granted said company the right to lay a pipe line in and upon the premises situated in Laurel Township, Hocking County, Ohio, and described as being bounded on the north by the lands of D. Lutz; on the south by the lands of one Sweet; on the east by the lands of one L. E. Lutz; and on the west by the lands of A. Clapper. This easement was later assigned to The Ohio Fuel Gas Company, which company apparently now owns and holds the same. As with respect to the easement above noted, I am unable to

state whether this easement in any wise affects the 67.184-acre tract of land here under investigation.

8. On November 18, 1913, Thomas Good, the immediate predecessor in title of Nettie Good of the property now owned by her, executed a right of way easement to The Columbus Gas and Fuel Company in and by which this company was given the right to lay a pipe line in and upon certain lands in Laurel Township, Hocking County, Ohio, described as being bounded on the north by the lands of a public road; on the south by lands of one Sweet; on the east by the lands of E. Lutz and L. Lutz; and on the west by a township line. This easement was later assigned to The Ohio Fuel Gas Company which is now the apparent owner of this easement which is an encumbrance upon the property therein described. As in the other cases above noted, there is nothing in the abstract of title to identify the property covered by this easement with the property here under investigation nor, on the other hand, is there anything in the abstract of title or other files submitted which affirmatively shows that the property covered by these easements does not include all or a part of the lands under investigation. If it be a matter of any practical importance to the Forestry Division in the use of the lands which are being purchased of Nettie Good, the identity of the property covered by these easements with the tract of land here under investigation, is a matter which should be determined by the State Forester or by engineers or other employes in his division.

9. It further appears that on August 8, 1929, William Good, who was predecessor in title to Thomas Good and Nettie Good as to a part of the lands now owned by Nettie Good, executed an easement deed to the Board of County Commissioners of Hocking County, Ohio, in and by which a strip of land comprising .46 acres was conveyed to said board for highway purposes. With the files at hand, I am unable to locate this property with respect to that under investigation.

On examination of the warranty deed tendered by Nettie Good, which deed is signed by her as Nettie M. Good and in which it is recited that she is a widow, I find that said deed has been properly executed and acknowledged by her and that the form of this deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by fee simple title with a covenant that she, said Nettie M. Good, is the true and lawful owner of the property therein described and that the title conveyed by the deed is free and clear of all encumbrances whatsoever. These covenants in the deed do not, of course, obviate the fact that there are encumbrances upon the property. They indicate, however, the agreement and understanding of said grantor that before the transaction for the purchase of this property is closed, all liens and other encumbrances on the land are to be removed by her.

Upon examination of contract encumbrance record No. 61, I find that this instrument has been properly executed and that there is shown thereby a sufficient unencumbered balance in the rotary fund to the credit of the Division of Forestry to pay the purchase price of this property, which purchase price is the sum of \$1208.31. Inasmuch as the purchase price of the property is being paid out of this rotary fund in the hands of the Treasurer of State to the credit of the Division of Forestry, no action of the Controlling Board with respect to the purchase of this property was or is necessary.

Subject to the observations and exceptions above noted, the title of Nettie M. Good in and to the above described tract of land is approved, as is the warranty deed and other files relating to the purchase of this property. I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 61 and other files submitted to me.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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2042.

APPROVAL—BONDS VILLAGE OF CORNING, PERRY COUNTY, OHIO, \$5,000.00, PART OF ISSUE DATED SEPTEMBER 1, 1936.

COLUMBUS, OHIO, March 8, 1938.

*Sinking Fund Commission, Columbus, Ohio.*

GENTLEMEN:

RE: Bonds of Village of Corning,  
Perry County, Ohio, \$5,000.00.

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of waterworks bonds in the aggregate amount of \$25,000, dated September 1, 1936, bearing interest at the rate of  $3\frac{1}{2}\%$  per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds