

the same to you for your further action in closing the transaction in and by which this property is to be conveyed to the State of Ohio.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1141.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED AND
CONTRACT ENCUMBRANCE RECORD OF LAND OWNED
BY OTIS P. MORRIS IN GOSHEN TOWNSHIP, TUSCARA-
WAS COUNTY, OHIO.

COLUMBUS, OHIO, September 11, 1937.

*The Ohio State Archaeological and Historical Society, The Ohio State
Museum Building, Columbus, Ohio.*

GENTLEMEN:

You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 2 and other files relating to the recent purchase by your Society for and in the name of the State of Ohio of a parcel of land heretofore owned of record by one Otis P. Morris in Goshen Township, Tuscarawas County, Ohio, which parcel of land is described in the deed conveying the same to the State of Ohio as follows:

Being a part of Lot Number Nine (9) of the Schoenbrunn Tract, bounded and described as follows: Beginning at an iron pin on the South line of Lot No. 9, said pin being South 88° 23' East, 490.0 feet from an iron pin at the southwest corner of said lot, said beginning point being the southeast corner of a 20.33 acre tract, part of said Lot No. 9, conveyed by Otis P. Morris and wife to the State of Ohio by deed dated January 24, 1928, recorded in Volume 207, Page 97, Deed Records; thence along the east line of said 20.33 acre tract, North 27° 02' East 621.5 feet to an iron pin; thence South 20° 58' East 176.9 feet to a point; thence South 3° 32' West 399.4 feet to an iron pin on the South line of said Lot 9, the same being also the southwest corner of a 1.03 acre tract heretofore conveyed by said Otis P. Morris and wife to Clyde J. Knisely; thence North 88° 23' West 330 feet to the place of beginning, containing 2.45 acres, more or less.

The above premises being all that part of a 2.93 acre tract in said Lot No. 9, Schoenbrunn Tract, now owned by the said Otis P. Morris. The remainder of said 2.93 acre tract having been conveyed to Clyde J. Knisely, the Deed for which however was not placed on record at this date. Intending hereby to convey all the land in said Lot 9 which is part of said 2.93 acre tract now remaining and owned by said Otis P. Morris.

Upon examination of the abstract of title of the above described parcel of land, which was purchased under the authority conferred upon your Society for the purpose by Amended Senate Bill No. 201 enacted by the 92nd General Assembly under date of May 11, 1937, I find from said abstract of title that as of the date of the last continuation thereof, to-wit, August 4, 1937, said Otis P. Morris, then the owner of record of this property, had a good indefeasible fee simple title to the property and that he owned and held the same free and clear of all encumbrances except the undetermined taxes on the property for the year 1937, which taxes are a lien upon the property, and except two right of way easements noted in the abstract of title which may possibly affect in some measure the property here in question.

On February 8, 1923, said Otis P. Morris, being then the owner of the above described and other lands in Goshen Township, Tuscarawas County, Ohio, executed an instrument in writing in and by which he granted to The Ohio Service Company a right of way along the roads, streets and highways adjoining said property for the construction and maintenance thereon of a power line, including the necessary poles, towers, fixtures and wires. This instrument is recorded in Lease Book 14, page 617, in the office of the Recorder of Tuscarawas County, Ohio.

Later, to wit, on March 17, 1926, said Otis P. Morris, his wife joining with him in the deed, executed a deed of easement to The Ohio Service Company for the construction of electric power, telegraph or telephone lines in, along, over and across said lands of Otis P. Morris above referred to. There is nothing in the abstract of title to show what, if any, power, telegraph or telephone lines were constructed by The Ohio Service Company under either of the deed easements above referred to nor is there anything to show how, if at all, such lines, if the same have been constructed, affect the small parcel of land here in question which is being conveyed to the State of Ohio by the deed above referred to.

In this connection, it is noted that the Board of Appraisers of the Muskingum Watershed Conservancy District has appraised the benefits to the 2.93-acre tract of land which includes that here under investigation, at the sum of \$33.00 and that this has been entered on the appraisal record. It does not appear, however, that the Board of Directors of such

Conservancy District has yet levied an assessment on this tract of land for any part of the assessed benefits to the property which have been found and entered in the amount above stated. In this situation, I am inclined to the view that the State of Ohio may now take title to this property and hold the same free and clear of any assessments which the Board of Directors of the Conservancy District may hereafter levy or attempt to levy on this property.

Upon examination of the warranty deed tendered to the State by said Otis P. Morris, I find that the same has been properly executed and acknowledged by said grantor and by his wife, Leona Morris, and that the form of this deed is such that the same is legally sufficient to convey the above described parcel of land, together with all the appurtenances thereof, to the State of Ohio by a fee simple title with a covenant of warranty that this property is free and clear of all encumbrances whatsoever.

As a part of the files relating to the purchase of this property, you have submitted to me a copy of contract encumbrance Record No. 2. This instrument shows a balance, otherwise unencumbered, sufficient in amount to pay the purchase price of the above described property, which purchase price is the sum of \$308.00.

It further appears in this connection that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account to the credit of your Society provided for by Amended Senate Bill No. 201, above referred to, a sufficient amount of money to pay the purchase price of this property in the amount above stated.

I am herewith returning to you with my approval said abstract of title, warranty deed, contract encumbrance record and other files which have been submitted to me in connection with the purchase of this property to the end that a proper voucher may be issued to said Otis P. Morris upon which warrant may be issued by the Auditor of State covering the purchase price of the property.

Respectfully,

HERBERT S. DUFFY,
Attorney General.