

Board and the encumbrance estimate submitted with respect to the purchase of said lands show that the purchase price of the same is the sum of \$1,434.38. This amount should not, of course, be exceeded in any payment made by your department for said lands.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate and controlling board certificate.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2338.

APPROVAL, ABSTRACT OF TITLE TO LAND OF EDSON O. KERNS AND WIFE, IN HOCKING TOWNSHIP, FAIRFIELD COUNTY, OHIO.

COLUMBUS, OHIO, July 10, 1928.

HON. JOHN E. HARPER, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date, submitting for my examination and opinion a corrected abstract of title and a warranty deed executed by Edson O. Kerns and Christena Kerns, his wife, covering certain lands and premises in Fairfield County, Hocking Township, and more particularly described in Opinion No. 2236, addressed to you under date of June 16, 1928.

Upon examination of the corrected abstract of title, I find that said Edson O. Kerns and Christena Kerns are the owners and tenants in common of said lands and premises and that they have a good and indefeasible fee simple title thereto, subject only to the following exceptions:

1. It appears from the abstract that said lands and premises are subject to encumbrances arising out of two separate leases executed and delivered by Jacob Leui to the Ohio Fuel Supply Company while he was the owner of said property. The first of said leases is one under date of April 28, 1917, granting to the Ohio Fuel Supply Company the right to lay, maintain and operate pipe lines in and over said premises, while the other lease, which is dated February 27, 1920, grants to said company, its successors and assigns, the right to drill for and take oil and gas from said premises for a period of twenty years, or as long as oil and gas are found in marketable quantities. How far said leases have been acted upon by the Ohio Fuel Supply Company does not appear and there are no facts set out in said abstract from which it can be inferred that either of said leases have been abandoned. How far the operations of said the Ohio Fuel Supply Company or its successors and assigns will interfere with the use of these lands is a matter which you must decide.

2. The taxes for the last half of the year 1927, due and payable in June, 1928, have been paid. The taxes for the year 1928, the amount of which is undetermined, are unpaid and are a lien on said premises.

Warranty deed for said lands, executed and acknowledged by said Edson O. Kerns and Christena Kerns, as well as the encumbrance estimate and the certificate of approval of the purchase of said lands by the controlling board, were all examined and approved on the occasion of the former opinion of this department, above referred to.

I herewith return the abstract of title and warranty deed.

Respectfully,
EDWARD C. TURNER,
Attorney General.