

said The Thrift Savings and Loan Company, as disclosed thereby, to be regular and in conformity with the provisions of section 9660-2 of the General Code of Ohio.

All papers, including two copies of the charter issued to the said Thrift Federal Savings and Loan Association, are returned herewith to be filed by you as a part of the permanent records of your department, except one copy of the charter which the law provides shall be filed by you with the Secretary of State. The law further provides that such filing with the Secretary of State shall be within ten days after the requirements of said section 9660-2 have been complied with by The Thrift Savings and Loan Company, and that your approval shall be endorsed on the copy so filed. You will find on the copies of the charter, form of approval for your signature.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6081.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN
GREEN TOWNSHIP, SUMMIT COUNTY, OHIO—JOHN
PAUL AND CLARA PAUL.

COLUMBUS, OHIO, September 15, 1936.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed and contract encumbrance record No. 8, all of which relate to the purchase by the state of Ohio through your department of a parcel of land which is owned of record by John Paul and Clara Paul in Green Township, Summit County, Ohio, and which is more particularly described as follows:

Being a part of the northeast quarter of Section No. 31 of Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stone set in the center line of Christman Road and on the northeast corner of Section No. 31; thence N. 82° 55' 10" W. ten hundred five and sixty-three hundredths (1005.63) feet along the south line of property now or formerly

owned by Steve Andrus to a stone in the northeast corner of lands now or formerly owned by Freeman Daily; thence S. 5° 40' 52" W. thirty and one hundredth (30.01) feet along Daily's east line to a point; thence S. 82° 55' 10" E. ten hundred four and ninety-nine hundredths (1004.99) feet along a line parallel to Andrus' south line to a point in the center line of Christman Road; thence N. 6° 54' 40" E. thirty and no hundredths (30.00) feet along the road center line to the place of beginning. The land herein intended to be conveyed is a strip of land thirty and no hundredths (30.00) feet wide along the north side of J. & C. Paul's property and contains sixty-nine hundredths (.69) acres of land as surveyed July 27th, 1936, by Francis Stafford.

Upon examination of the certificate of title submitted to me, which certificate of title is one executed by The Northern Ohio Guarantee Title Company under date of July 30, 1936, I find that as of said date John Paul and Clara Paul had a good and indefeasible fee simple title to the above described parcel of land and that the same is free and clear of all encumbrances except the following encumbrances which are here noted as exceptions to the title:

1. On August 19, 1902, one George F. Heiser, apparently a predecessor in title to the above described parcel of land, executed a deed to The East Ohio Gas Company in and by which there was granted to said company the right to lay, maintain and operate pipe lines for the transportation of gas in and upon and through certain lands therein described which, I assume, included the parcel of land here under investigation. There was likewise given to said company the right to construct and maintain a telegraph line in and upon said land. There is nothing in the certificate of title to show that its rights under this easement have been released or abandoned and the easement thus granted is apparently an encumbrance upon the property.

2. The same may be said with respect to a like deed executed by George F. Heiser to The East Ohio Gas Company under date of August 21, 1907, in and by which said company was given the right to lay, maintain and operate pipe lines in and upon certain lands therein described which apparently include that here under investigation. This easement is likewise an encumbrance upon the property.

3. Under date of August 15, 1928, John Paul and Clara Paul, the present owners of this property, executed an oil and gas lease to The East Ohio Gas Company in and by which for the term of five years and for so much longer as oil or gas might be found on the premises, said

company was given the right to enter in and upon certain lands including that here under investigation for the purpose of developing oil and gas. The certificate of title does not indicate what, if anything, was done by the lessee under this lease with respect to operations for the development of oil or gas on the property. It is probable, however, that the rights of The East Ohio Gas Company under this lease, if any remained on the expiration of the five-year term of the lease above referred to, became merged in the larger rights which it took under the deed referred to as Exception No. 4.

4. On August 15, 1933, John Paul and Clara Paul executed a deed to The East Ohio Gas Company, in and by which they conveyed to said company the title to all of the oil and gas lying under a certain tract of forty-seven acres of land owned by them which included the small parcel of land here under investigation. By this deed the grantors reserved the surface of said lands but at the same time granted to said company the right to use the surface of the land or so much thereof as might be necessary for operating for the oil and gas conveyed to the company by this deed and also the right to use such water on the premises as might be necessary for said purposes. In addition to this, the company by this deed acquired the right to lay, maintain and operate pipe lines, tanks, power stations and other structures necessary in its operations for the development of oil or gas and the transportation of the same. This deed of conveyance is clearly an encumbrance upon the property.

5. The taxes for the last half of the year 1935 on this parcel of land and upon the larger tract of land of which the same is a part are unpaid and are a lien upon the property. These taxes amount to the sum of \$22.60. In addition to this, the undetermined taxes for the year 1936 are a lien upon the property.

Upon examination of the warranty deed tendered by John Paul and Clara Paul, I find that the same has been executed and acknowledged by said grantors in the manner required by law. I further find upon examination of the deed that the form of the same is such that it is legally sufficient to convey this property to the state of Ohio by full fee simple title with a covenant that the above described parcel of land thereby conveyed to the state of Ohio is free from all encumbrances whatsoever. I assume from this covenant that the grantors are to pay the taxes upon the property which are above noted as an encumbrance thereon and that they will secure the release of the other encumbrances hereinabove mentioned. Whatever adjustment of such liens and encumbrances is to be made by and between your department and the grantors should, of course, be made before the transaction is closed for the purchase of this property by the delivery of the necessary voucher and warrant covering the purchase price of the land.

Upon examination of contract encumbrance record No. 8 covering 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 your department to pay the purchase price of this property, which purchase price is the sum of \$225.00.

It likewise appears from this contract encumbrance record that the Controlling Board has approved the purchase of this property.

Subject to the exceptions above noted, I am approving the title of John Paul and Clara Paul in and to the above described parcel of land and I am likewise approving the warranty deed and the contract encumbrance record above referred to. I am herewith returning to you said certificate of title, warranty deed and contract encumbrance record No. 8.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6082.

APPROVAL—BONDS OF LUCAS COUNTY, OHIO, \$150,000.00.

COLUMBUS, OHIO, September 16, 1936.

Industrial Commission of Ohio, Columbus, Ohio.

6083.

AUTOPSY—CORONERS FEES DISCUSSED—MEANING OF WORDS "DECOMPOSED OR INFECTED BODIES" DISCUSSED.

SYLLABUS:

Under the provisions of Section 2856-3, General Code, a coroner who performs an autopsy should receive a fee of \$20.00, and where the body is infected or decomposed he should receive a fee of \$40.00. All dead bodies are not infected, nor are they decomposed, within the meaning of that term as used in Section 2856-3, General Code.