

1449 feet to the east line of said lot No. 59; thence north in the east line of said lots Nos. 59 and 58, a distance of 2078.34 feet to the south line of land now or formerly owned by Wm. M. Martin; thence west in said Martin's south line a distance of 1395.90 feet to the southerly line of the right of way of the Big Four Railway Company; thence southwesterly in the southerly line of said right of way to its intersection with the west line of said original lot No. 59; thence south in the west line of said lot No. 59 to the place of beginning, containing 139.91 acres of land."

After an examination it is my opinion that said abstract shows the title to said premises to be in the name of Claire E. Haven.

At sections 41, 42 and 43 there are shown oil leases which do not appear to have been cancelled of record. It is suggested that you determine for yourself the extent of this encumbrance.

The taxes for the last half of the year 1921, according to the abstract, are unpaid and a lien. The taxes for the year 1922 are a lien.

You have submitted encumbrance estimate 3858, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in the sum of \$28,681.55 to cover the purchase of said premises.

Enclosed herewith you will find the encumbrance estimate, abstract and contract.

Respectfully,

JOHN G. PRICE,
Attorney-General.

3446.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN EATON TOWNSHIP, LORAIN COUNTY, OHIO, PART OF LOT NO. 58, BEING 15.17 ACRES OF LAND.

COLUMBUS, OHIO, August 1, 1922.

HON. LEON C. HERRICK, *Director of Highways and Public Works, Columbus, Ohio.* _____

DEAR SIR:—You have submitted an abstract prepared by the Lorain County Abstract Company and last continued June 6, 1922, inquiring as to the status of the title to 15.17 acres of land, a part of lot No. 58 in Eaton township, Lorain county, said premises being fully described on the caption page of said abstract, which is enclosed herewith.

According to the abstract, the title to said premises is in the name of William M. Martin, subject to the liens and encumbrances hereinafter pointed out.

In section 29 of said abstract there is shown a right of way granted by James Tucker to the Elyria Southern Tel. & Toll Co., to which you are referred. It is assumed that this easement is of little or no importance.

At section 30 reference is made to an oil and gas lease which does not appear to have been cancelled of record.

In section 33 there is a gas and oil lease granted to the Logan Natural Gas and Fuel Company, dated May 13, 1908, which is not cancelled of record. Said lease was granted for the term of ten years "and as much longer as oil and gas is found in paying quantities."

In section 3 of the first continuation of said abstract there is shown a ten year oil lease granted April 10, 1912, to the Logan Natural Gas & Fuel Co. by George Steiger and wife. This lease does not appear to be cancelled of record.

In section 4 of the first continuation of said abstract there is shown an oil and gas lease granted to the Highland Development Co. by George Steiger and wife, dated July 27, 1915.

The leases above referred to are set forth in full at the sections indicated, and you may determine for yourself to what extent, if any, the same will interfere with the enjoyment of said premises by the state.

The taxes for the last half of 1921, amounting to \$14.58, are unpaid and a lien. The abstract does not disclose what, if any, special assessments are shown on the treasurer's duplicate. In the event you accept a conveyance you should require a warranty deed and see that the taxes are paid for the year 1921.

It is noted that the contract in this case was entered into with Milo Phelps, who seems to claim ownership to the property. Nothing is found in the abstract indicating his ownership.

According to the abstract no examination has been made in any of the United States courts.

You have submitted encumbrance estimate No. 3860, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated, in the sum of \$3,424.00, to cover the purchase price of the premises.

Said abstract, encumbrance estimate and contract are enclosed herewith.

Respectfully,

JOHN G. PRICE,
Attorney-General.

3447.

APPROVAL, BONDS OF ALGER VILLAGE SCHOOL DISTRICT, HARDIN COUNTY, \$90,000, FOR CONSTRUCTION AND FURNISHING OF SCHOOL HOUSE.

COLUMBUS, OHIO, August 1, 1922.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

3448.

APPROVAL, BONDS OF VILLAGE OF CHARDON, GEAUGA COUNTY \$2,700, FOR CONSTRUCTION OF SEWERS.

COLUMBUS, OHIO, August 1, 1922.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.