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APPROVAL, ABSTRACT OF TITLE TO LAND OF CHAS. M. WOLTZ IN
GOOD HOPE AND LAUREL TOWNSHIPS, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, August 15, 1929.

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

DEAR SIR:—There has been submitted for my examination and approval a corrected abstract of title, warranty deed, encumbrance estimate No. 4766, and controlling board certificate referring to the proposed purchase of several tracts of land in Good Hope and Laurel Townships, Hocking County, Ohio, and owned of record by Chas. M. Woltz; which property is more particularly described as follows:

Being the east part of the southeast quarter of the northwest quarter, including all the lands below the rocks, said rocks being the line, in Section 32, Township 13, Range 18, containing 12 acres, more or less.

Also, the south half of the northeast quarter of Section 32, Township 13, Range 18, containing 80 acres, more or less, containing in all 92 acres, more or less.

Also the following premises, to-wit: Being a part of the southeast quarter of the southwest quarter of Section 33, Township 13, Range 18, containing about 38 acres, excepting about 3 acres that is cleared and under fence, and a small corner of woodland on the southeast corner, being about $3\frac{3}{4}$ acres in the two excepted lots taken off of the original 40 acres.

Also the following tracts, to-wit:

First: The northeast quarter of Section 5, Township 12, Range 18, containing 183.96 acres.

Second: The north half of the northwest quarter of Section 4, Township 12, Range 18, containing 77.4 acres, excepting therefrom 16 acres, heretofore granted by Ignatius Kost to Marie Freeman; off the east side thereof.

Third: The south half of the southeast quarter of Section 32, Township 13, Range 18, containing 80 acres.

Fourth: The northeast quarter of the southeast quarter; and the southeast quarter of the southwest quarter of Section 32, Township 13, Range 18, containing 80 acres, and containing in all above four tracts 406 acres, more or less, and being the same lands as conveyed to the Buckeye Gas Company by J. B. Bradley and wife by deed dated February 10, 1899, and recorded in the Recorder's office of Hocking County, Ohio, in Deed Book No. 27, page 196.

Excepting from the above described four tracts the oil and gas privileges heretofore excepted in the deed made by the Logan Natural Gas & Fuel Company to Charles Ward on April 3rd, 1908, as set out in said deed. Also, excepting 60 acres of land on the west side of the Public Road, heretofore conveyed to George Yantes, as appears of record in the Record of Deeds of Hocking County, Ohio, it being understood, meant and intended that the above four tracts contain 347 acres of land, be the same more or less.

Also the following premises, to-wit:

Being the northwest quarter of the southeast quarter of Section 32, Township 13, of Range 18, and also the northeast quarter of the southwest quarter of the aforesaid section, township and range, containing in all 82 acres, more or less, and being the same premises conveyed to Daniel P.

Dickson by deed recorded in Book No. 44, page 184, Record of Deeds, Hocking County, Ohio.

Also the following premises, to-wit:

The southwest quarter of the southwest quarter of Section 33, Township 13, of Range 18, containing 40 acres, more or less.

An examination of the corrected abstract of title, which contains a quit-claim deed, a number of affidavits, and other information required by this department in a former opinion disapproving the title to a number of the above described parcels of land on the original abstract submitted, shows that although there are a number of defects in the very early history of the title to said parcels of land, such defects in the title to said parcels have been cured by the lapse of time and the open and adverse possession of the same by said Chas. M. Woltz and his predecessors in title extending back far beyond the time within which any adverse rights against said parcels of land could be asserted.

I am therefore of the opinion that said Chas. M. Woltz has a good and merchantable fee simple title to the above described property, free and clear of all encumbrances except taxes for the last half of the year 1928, amounting to \$42.53, and excepting the undetermined taxes on said property for the year 1929, all of which taxes are, of course, a lien upon said land.

With respect to said taxes, it is noted that the warranty deed of said Chas. M. Woltz which was tendered to the State of Ohio in December, 1928, prior to the time that the 1929 taxes became a lien on the above described property, warrants said property against all claims "except the taxes due and payable in June, 1929." I infer from this provision in the warranting clause of the deed that there was some agreement or understanding between your department and Mr. Woltz that he was not to be required to pay any taxes on this property becoming due and payable after June, 1929. However this may be, it would seem equitable that if this property is purchased by your department that the same should go on the tax exempt list so far as the 1929 taxes are concerned. In any event, some adjustment with respect to the taxes which stand as a lien against this property should be made before the transaction with respect to the purchase of the property is closed.

An examination of the warranty deed tendered by Mr. Woltz shows that the same has been signed and otherwise properly executed and acknowledged by him and by his wife, Grace M. Woltz, and that said deed is in form sufficient and effective to convey to the State of Ohio a fee simple title to the above described property, free and clear of the dower right and interest of said Grace M. Woltz, and free and clear of all encumbrances whatsoever except the taxes on the property that may become due and payable in June, 1929.

An examination of encumbrance estimate No. 4766, submitted with said corrected abstract and deed, shows that the same has been properly executed and that there are sufficient balances in a proper appropriation account to pay the purchase price of said property.

It likewise appears from the certificate of the controlling board, under date of December 14, 1928, that the money necessary for the purchase of said property has been released by said controlling board.

I am returning herewith said corrected abstract of title, warranty deed, encumbrance estimate No. 4766, and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.