

2014.

APPROVAL, BONDS OF STRUTHERS VILLAGE SCHOOL DISTRICT,
MAHONING COUNTY, OHIO, \$10,000.00, FOR CERTAIN SCHOOL IM-
PROVEMENTS.

COLUMBUS, OHIO, December 1, 1924.

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

2015.

APPROVAL, BONDS OF CITY OF EAST LIVERPOOL, COLUMBIANA
COUNTY, \$5,000.00, FOR STREET IMPROVEMENTS.

COLUMBUS, OHIO, December 1, 1924.

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

2016.

APPROVAL, BONDS OF VILLAGE OF SILVER LAKE, SUMMIT COUNTY,
\$7,500.00, FOR WATERWORKS IMPROVEMENTS.

COLUMBUS, OHIO, December 1, 1924.

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

2017.

APPROVAL, ABSTRACT, STATUS OF TITLE, 232.18 ACRES OF LAND,
LOCATED IN HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, December 2, 1924.

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

Dear Sir:—

This will acknowledge receipt of Encumbrance Estimate No. 5639, covering the purchase of 232.18 acres of land located in Hocking County, Ohio, at an estimated

cost of \$5,500.00. Also a properly executed warranty deed and abstract of title covering the premises hereinafter referred to.

An examination of the encumbrance estimate, deed and abstract of title submitted discloses the following:

The abstract under consideration was prepared by Claude W. Pettit, Attorney at Law, Logan, Ohio, under date of October 24, 1924, with a supplemental affidavit thereto under date of November 26, 1924.

The abstract submitted pertains to the following premises, situated in Hocking County, State of Ohio, and described as follows:

First Tract: Being the northwest quarter of the southeast quarter of Section 33, Township 12, Range 18, containing forty (40) acres more or less.

Second Tract: Being the northeast quarter of the southwest quarter of Section No. 33, Township 12, Range 18, containing forty-two (42) acres more or less.

Third Tract: Being the south half of Fractional Lot No. 6, in Section No. 5, Township No. 11, Range No. 18, containing two (2) acres more or less, reference being had to Plat Book A, Record of Fractional Lots in said County.

Fourth Tract: Being the east half of the northwest quarter of Section No. 4, Township No. 11, Range No. 18, and the northwest quarter of the northwest quarter of Section No. 4, Township No. 11, Range No. 18, containing one hundred eleven (111) acres more or less.

Fifth Tract: Also the southeast quarter of the southwest quarter of Section No. 33, Township No. 12, Range No. 18, containing forty-two and one half ($42\frac{1}{2}$) acres more or less, excepting therefrom five and thirty-two hundredths (5.32) acres described as follows: Beginning at the northwest corner of said lot, thence south 10.51 chains; thence north $62\frac{1}{2}$ degrees, east 4.30 chains; thence north 25 deg. east 9.40 chains; thence west 7.79 chains to the place of beginning; containing five and thirty-two hundredths (5.32) acres, leaving in this tract thirty-seven and eighteen hundredths (37.18) acres more or less.

Amount conveyed in all five tracts being two hundred thirty-two and eighteen hundredths (232.18) acres more or less.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Emmett Shaeffer and Helen Shaeffer, his wife.

Attention is directed to the fact that the early history of the title in question is not furnished in the abstract under consideration, the earliest transfers being dated in 1867 and 1869. However, in this connection, at the suggestion of this department, an affidavit of one J. C. Bainter has been prepared, executed and attached to the abstract which evidences continuous, open, notorious and adverse possession of said premises for a period of over twenty-one years in the present owners and their immediate predecessors in title, which we believe is sufficient to cure the defect of the want of early history of the title and also covers certain other defects in the early and other history of the title, particularly a mortgage shown at section 31, which does not appear to have been released of record but affected to some extent by a warranty deed between the same parties as shown at section 32.

Attention is also directed to certain oil and gas leaseholds to The Logan Gas Company, which are excepted in the encumbrance clause of the warranty in the deed and particularly set forth in Sections 54 to 68 of the abstract.

Attention is also directed to the taxes for the year 1924, the amounts of which are as yet undetermined and unpaid and a lien on said premises.

It is further suggested that the proper delivery of the already executed deed submitted with the abstract will be sufficient to convey the title of said premises to the State of Ohio.

The encumbrance certificate of the Director of Finance accompanies the abstract and appears to be in proper form.

The encumbrance estimate, abstract and deed submitted by you are herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

2018.

DISAPPROVAL, BONDS OF VILLAGE OF WAYNESFIELD, AUGLAIZE COUNTY, \$5,000.00.

COLUMBUS, OHIO, December 2, 1924.

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

Re: Bonds of Village of Waynesfield, Auglaize County, \$5,000.00.

Gentlemen:—

Transcript for the above bond issue has been examined, and it is found that the bond resolution provides for the issuance of refunding bonds for the purpose of extending the time of payment of certain assessment bonds due on October 1, 1923, August 1, 1924 and October 1, 1924; also the village's portion of bonds in the sum of \$418.25, due on August 1 and October 1, 1924.

The transcript does not contain any legislation that would bind any property owners for the assessments, or give any reasons why the assessments have not been collected as provided by law and applied to the payment of maturing bonds.

No reason is assigned why the bonds of the village's portion have not been paid, as required by Section 11, Article XII of the Constitution of Ohio.

As these bonds sought to be refunded should have been paid by the methods outlined above, and as I know of no authority for the issuance of bonds to refund assessment bonds that should have been paid by the original assessments, I therefore advise you to decline to purchase these bonds.

Respectfully,
C. C. CRABBE,
Attorney General.