

ments it will be necessary for you, before accepting a conveyance, to determine whether or not there are any special assessments noted on the treasurer's duplicate which are a lien upon said premises.

Before you accept a conveyance of said premises you should see that the amounts remaining due upon the mortgages heretofore referred to are paid and that the mortgages are duly released of record. You should further require the payment of the taxes for the last half of the year 1921 as above set forth. Under the agreement entered into it will be the duty of the state to pay the taxes for the year 1922. You should further require a warranty deed from the said owner.

You have further submitted encumbrance estimate 3853, which contains the certificate of the Director of Finance to the effect that there is an unencumbered balance in the sum of \$34,519.50 to cover the purchase of said premises.

The abstract discloses that no examination was made in the United States courts. Said abstract, encumbrance estimate and contract are being returned herewith.

Respectfully,

JOHN G. PRICE,

*Attorney-General.*

3441.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN EATON TOWNSHIP, LORAIN COUNTY, OHIO, PART OF LOTS NOS. 41 AND 42, BEING 51½ 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 and last continued by the Lorain County Abstract Company on May 25, 1922, inquiring as to the status of the title of 51½ acres of land situated in lots Nos. 41 and 42 of Eaton township, Lorain county, as disclosed by said abstract. Said premises are fully described on the caption page of the abstract, which is enclosed herewith.

It is the opinion of this department that said abstract shows a sufficient title to said premises to be in the name of Roy E. Cole, subject to the liens and encumbrances hereinafter set forth.

In section 36 of the abstract there is shown an oil and gas lease granted upon the premises by Roy E. Cole and wife to the Ohio Fuel Supply Co., on November 5, 1915, to run for "the term of twenty years and so long thereafter as oil or gas is produced", etc. The lease is set forth in full and you should determine for yourself what consideration should be given thereto.

The taxes for the last half of 1921, amounting to \$34.47, are unpaid and a lien. The taxes for 1922 are also a lien.

The abstract does not show whether or not there are special assessments noted on the treasurer's duplicate. It will therefore be necessary to determine this matter before final acceptance. Under your contract it will be necessary for Mr. Cole to pay the 1921 taxes before the conveyance is delivered. The deed should warrant the title.

The abstract shows that no examination was made in the United States courts.

You have submitted encumbrance estimate No. 3856, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances in the sum of \$10,815.00 to cover the purchase of said premises.

The abstract, encumbrance estimate and contract are being enclosed herewith.

Respectfully,

JOHN G. PRICE,

*Attorney-General.*