

Under the statement in the certificate of the abstracter, all taxes that are now a lien are paid and I find no other liens or claims on said premises evidenced in said abstract.

It is further suggested that a 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, provided same is accompanied by a proper release of the mortgage above referred to.

Attention is also directed to the necessity of the proper certificate of the Director of Finance, to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract, deed and receipted tax bills submitted by you are herewith returned.

Respectfully,

C. C. CRABBE,

*Attorney General.*

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1468.

ABSTRACT, STATUS OF TITLE, 133 ACRES OF LAND, MORE OR LESS, SITUATED ON THE WATERS OF WILSON'S RUN, FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, May 15, 1924.

HON. EDMUND SECREST, *State Forester, Ohio Agricultural Experiment Station, Wooster, Ohio.*

Dear Sir:

Yours of recent date received, in which you submit a deed and abstract covering certain premises owned by William Wood and Minnie M. Wood, his wife, which premises are located in Franklin Township, Ross County, Ohio, and which premises it is proposed to purchase as a part of the Ross County forest reserve.

The abstract submitted was prepared by Harry B. Grace, Abstracter, under date of April 28, 1924, and pertains to the following premises, to-wit, 133 acres, more or less, being part of Survey 14652 and 14891 on the waters of Wilson's Run, Franklin Township, Ross County, Ohio, more particularly described as follows:

"Beginning at a red oak and hickory northwest corner to E. P. Kendrick's Survey No. 14851; thence north 55 degrees east 25 poles to two (2) white oaks and a red oak, southwest corner to Hadway Mansins lands; thence north 55 degrees west 48 poles to three (3) white oaks, corner to Mansin; thence north 17 degrees west 58 poles to a white oak and locust; thence north 54 degrees west 24 poles to a chestnut oak and hickory, a northerly corner of the original survey; thence with the original lines and binding thereon north 3 east 43 poles to a white oak and hickory; thence north 54 east 36 poles to a chestnut oak and black oak, thence south 54 east 59 poles to a locust and red oak; thence north 52 east 18 poles to two chestnut oaks; thence north 76 east 34 poles to a hickory near a bear wallow; thence south 64 east 22 poles to a hickory; thence south 18 degrees east 34 poles to two (2) chestnut oaks; thence south 44 east 32 poles to three (3) chestnut oaks on a ridge, Southeast corner to said original sur-

vey and Northeast corner to said Survey No. 14851; thence with the lines thereof south 58 degrees west 197 poles to the beginning, containing One Hundred and Thirty-three (133) acres, more or less, and being the East part of Survey 14652 and 14891."

Upon examination of said abstract, I am of the opinion that same shows a good and merchantable title to said premises in William Wood and Minnie N. Wood, his wife.

I note some variations in the descriptions of the premises under consideration from time to time in various transfers, but I also note that the property has been recently surveyed and the boundary lines have no doubt been carefully established by the survey bearing date of April 17, 1915. However, your attention is directed to the last call of the description, which reads in the deed as follows: "thence with the lines thereof south 58 degrees east 197 poles to the beginning". This I am quite sure is an error in copying the description into the deed and should read as set out in the description in the forepart of this opinion, as follows: "thence with the lines thereof south 58 degrees *west* 197 poles to the beginning". This change also coincides with the description as set forth on the title page of the abstract and must necessarily obtain in order that the description will fully enclose any parcel of land. The deed and abstract should be returned to the abstractor and owners, with the request that the above changes be made before the deed and abstract are finally accepted.

The abstract also shows that all taxes to and including those due and payable in June, 1924, have been paid. No special assessments against said premises are noted.

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.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unincumbered balances legally appropriated, sufficient to cover the purchase price before the purchase can be consummated.

The deed and abstract submitted by you are herewith returned.

Respectfully,

C. C. CRABBE,

*Attorney General.*

1469.

APPROVAL, BONDS OF CITY OF MARIETTA, WASHINGTON COUNTY,  
\$3,564.36, TO PROVIDE FUNDS TO PAY JUDGMENT IN CASE OF  
DOVE C. LANE, ADMINISTRATRIX.

COLUMBUS, OHIO, May 15, 1924.

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