

tract that by mesne conveyance he is the owner of record of all that part of said five hundred acre tract which was left in said E. R. Chase after the conveyance of said one hundred acre and fifty acre parcels of land above referred to.

In this connection it may be noted that from the description of said fifty acre parcel of land sold by said E. R. Chase from said five hundred acre tract, it appears that E. R. Chase was then under the impression that the one hundred acre tract sold by him to Susan Ferguson was one hundred acres off of the north end of said five hundred acre tract. However, said deed to Susan Ferguson described the one hundred acre parcel of land sold to her as being off the south end of said five hundred acre tract; and in the absence of further information showing that said Oliver C. Wickerham has the legal title to all of the land which he proposes to convey to the State of Ohio this abstract and deed must be disapproved.

In addition to the above there is one other defect in the abstract of title which may perhaps be corrected by further information. It appears that the estate and interest of said E. R. Chase in and to the lands of said five hundred acre tract left after the conveyance by him of the smaller parcels above referred to was sold and conveyed by the sheriff of Scioto County to one Nate T. Rickey. Apparently this conveyance was pursuant to an order of the court in some proceedings against E. R. Chase, but said proceedings are not abstracted and the authority of the sheriff to make said deed of conveyance to Nate T. Rickey does not appear.

By reason of the objections above noted the abstract of title submitted to me is hereby disapproved, and I am returning herewith said abstract and deed above referred to as well as encumbrance estimate No. 3395 and tax receipts for the year 1927, which should be made a part of the abstract.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

2325.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF EDWARD CUNNINGHAM AND WIFE, IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, July 7, 1928.

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

DEAR SIR:—You recently submitted for my examination and opinion an abstract of title certified by the abstracter under date of June 15, 1928, and a warranty deed of Edward Cunningham and wife, covering certain lands in Nile Township, Scioto County, Ohio, and more particularly described as follows:

“Being Lot Number Fifteen (15), O. S. U. Lands, to-wit: Beginning at a stone marked ‘D’, Southwest corner of Lot No. 12 and in the East line of Lot No. 14; thence with one line of said Lot No. 14, South 235 poles to a stone in the East side of Pheasant Hollow, Northwest corner of Survey No. 15,879; thence with the line of said Survey East 310 poles to a beech in the head of the middle fork of Pond Run and on the East line of Survey No. 15,834 and 15,878; thence with one line of said Survey N. 235 poles to a stone marked ‘E’ and three hickories, corner to the aforesaid Lot No. 12; thence with one line thereof West 310 poles to the beginning. Containing 455 acres, be the same more or less, and being the same premises conveyed by Joseph W. Smith and wife to Arthur St. John Newberry by deed

dated March 5, 1885, recorded in Deed Book No. 38, page 350, Scioto County, Ohio, Record of Deeds."

On my examination of the abstract of title submitted, I find that I am unable to approve the same for the following reasons:

The abstract shows that on October 21, 1925, said Edward Cunningham, being then the owner of said lands, conveyed the same by warranty deed to Mark Crawford. It further appears that at said time or thereafter, said Mark Crawford executed and delivered a mortgage on said lands to Edward Cunningham, although said mortgage was not set out as a part of said abstract as should have been done. It further appears that on May 9, 1927, one M. M. Redwine brought an action in the Common Pleas Court of Scioto County against Mark Crawford, and others, to marshal liens on said tract of land and other lands and to sell the same. It appears that the lands here in question were sold by the sheriff to said Edward Cunningham and that a deed for the same was executed and delivered.

Although the abstract shows that said Mark Crawford was made a party defendant in said action, there is nothing in the abstract of said proceedings to show that Mark Crawford either entered his appearance in said action or was served by summons therein. The abstract contains a recital that various judgment creditors were made parties defendant and that "practically" all the parties entered appearance. And the further statement is made in the abstract that a number of judgments were taken against Mr. Crawford, "but they are all made parties to the suit." However, there is nothing in the abstract to show that all of the judgment creditors having liens on the lands here in question, either entered their appearance or were served by summons in said action. In this situation I have no discretion to do otherwise than to disapprove the abstract submitted and to return the same with instructions to have the abstract corrected with respect to the matters above pointed out.

The abstract contains the brief statement of "taxes paid." Whether it is meant by this that the taxes for the year 1928 as well as those for the year 1927 are paid, is a matter of conjecture, and the abstract should be corrected to state specifically what taxes, if any, are a lien on said lands.

The deed of Edward Cunningham and wife above referred to is properly executed and is in form sufficient to convey to the State of Ohio a fee simple title to the lands therein described.

With said abstract of title and deed you submitted Encumbrance Estimate No. 3396 covering the purchase of this property. This Encumbrance Estimate is in proper form and shows sufficient balances in a proper appropriation account, sufficient to pay the purchase price of the property. However, I am unable to approve said Encumbrance Estimate for the reason that the same has not been signed by the Director of Finance.

I do not note in the file forwarded to me any certificate with respect to the approval by the Board of Control of this proposed purchase of land. This certificate should of course be secured.

I am herewith returning to you said abstract of title, warranty deed and encumbrance estimate.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*