

(1) The description in the deed is such that the location of the property transferred is identified by commencing at a point or station "130 feet northeast of the northeast corner of Oxford avenue and Amanda road." There is no plat or anything else in the abstract which enables me to determine in what part of the quarter section in question said point or station is located. This is material because of the 12.50 acre tract located within said quarter section owned by others than the grantors. (See paragraph 3 above.)

It is therefore suggested that, if possible, a proper plat be supplied, sufficient to show in what part of the quarter section the said point or station is located.

(2) The granting clause of the deed contains the names of all of the owners and the wives of those who are married, as grantors, but no release of dower is contained in the deed. The fact that those entitled to dower are joined as grantors is, however, sufficient to transfer any dower rights they have in said premises and the title is not affected thereby.

(3) The habendum clause recites that the state is to have and to hold said property "for the purpose of an armory site." This would constitute a limitation on the use of the estate for the purpose of an armory site only. It is for you to determine whether or not you wish to receive said property with such restriction.

I am informed that this land is being given to the state, notwithstanding the fact that the deed recites that a consideration is to be paid by the state of Ohio, and I therefore assume that whatever consideration passes is being paid by some one other than the state and therefore an encumbrance certificate is not necessary.

I find the deed and chain of title otherwise correct, and am returning the same to you for correction as hereinabove set forth. When this has been done I will give the matter my further consideration.

Respectfully,
EDWARD C. TURNER.
Attorney General.

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DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN GOSHEN TOWNSHIP, TUSCARAWAS COUNTY, OHIO, BEING A PART OF THE SCHOENBRUN TRACT.

COLUMBUS, OHIO, February 28, 1927.

The Ohio Archeological and Historical Society, Ohio State University, Columbus, Ohio.

GENTLEMEN:—Examination of an abstract, deed and encumbrance estimate submitted for my examination and approval, discloses the following:

The abstract under consideration was prepared by Mrs. Jessie B. Axx, under date of December 14, 1926, and pertains to the following premises, situated in the township of Goshen, county of Tuscarawas and State of Ohio, in the Fourth Quarter of township Eight, Range Two, and being a part of Lot No. 8 of the Schoenbrun Tract:

Beginning on the south line of said lot No. 8, south 86°, east 660 feet from the south west corner thereof, said beginning point being also the southeast corner of a tract of 13.57 acres conveyed from Samuel Stempfly to Eben S. Martin by deed recorded in Volume 187, page 425 of the Tuscarawas

County Deed Records; thence with the east line of said 13.57 acre tract north 30' west, 703.8 feet to the southwest corner of a tract of 6.87 acres conveyed from W. B. Brown to the C. L. & W. Ry. by deed recorded in Volume 158, page 200 of the Tuscarawas County Deed Records; thence with the south lines of said 6.87 acre tract, south 87° 23' east 359.5 feet; thence south 72° 26' east 209.2 feet; thence south 58° 8' east to the west line of a tract of 4.2 acres conveyed from Charles Ball to the State of Ohio; thence following the west lines of said tract in a southerly direction to the south line of lot 8; thence with the south line of said lot 8 north 86° west to the place of beginning containing 11.7 acres, more or less.

Upon examination of the abstract, I am of the opinion that the same shows a good and merchantable title to the premises in Wilton B. Brown and Della J. Brown, his wife, subject to the following exceptions:

1. In Section 9 at top page 10, a mortgage executed by John Miller to Sebastian Brainard, August 16, 1838, to secure the payment of a \$1500.00 note, is noted and the abstract does not disclose that it has been released on the record. From lapse of time, I am of the opinion that this does not now constitute cloud on the title.

2. On page 14 of the abstract, it is noted that Alexander Brown, married, died May 19, 1887, at the age of seventy (70) years. No record of a will or administration of the estate appears upon the records of Tuscarawas county. Following this notation, quit-claim deeds from four persons to Wilbert M. Brown, in which each of the grantors demise, release and quit-claim an undivided one fifth interest in the property under investigation. These five persons probably are the only heirs of Alexander Brown, but it does not appear in the abstract that such is the fact. An affidavit or other evidence should be furnished covering the descent of the Alexander Brown property.

3. In Section 24 of the abstract, a lease dated January 12, 1896, conveying a right of way to the Central District & Printing Telegraph Company is noted. This lease grants to the company, its successors and assigns, the privilege to erect, operate and maintain lines and fixtures along the roads, streets or highways adjoining the property, with the right to trim any trees along said roads, necessary to keep the wires of the company free from interference, and with the right to set the necessary guy and brace poles and attach to trees the necessary guy wires, the poles to be erected along the county road, opposite from street cars outside of the fence. This lease has not been cancelled.

It is suggested that the representative of the State of Ohio, acting in the matter of the purchase of this tract, determine how far, if at all, the operation of this lease will interfere with the use of the premises by the State of Ohio.

4. The 1926 taxes, which are a lien, have not been paid.

The warranty deed as submitted has already been executed, and appears to be in proper form to convey the title of the premises under consideration when properly delivered.

The encumbrance estimate submitted bears number 1557, is addressed to W. B. Brown and is properly certified by the Director of Finance under date of February 1, 1927, in the sum of \$1600.00, which is within the amount appropriated.

I am herewith returning the deed, abstract and other papers to you.

Respectfully,
EDWARD C. TURNER.
Attorney General.