

and Printing, Rotary "A", fund. Inasmuch as this lease is only for a period of two years, from the first day of May, 1928, it is not necessary that the same be acknowledged. Obviously, however, the validity of the lease will in nowise be affected by the fact that the same is acknowledged; and inasmuch as the lessor has acknowledged said lease it is suggested that you do so and have the same certified by the notary public before whom the acknowledgment is made.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2026.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ADAH W. SIMMONS,
IN FRANKLIN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, April 28, 1928.

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

DEAR SIR:—There has been submitted to me for my examination and opinion an abstract of title certified by the abstracter under date of March 26, 1928, and a warranty deed signed by one Adah W. Simmons, covering certain real estate situated in Franklin Township, Adams County, and more particularly described as follows:

"And being known as a part of O. S. U. Lot No. 95 in said Township and County. Beginning at a White Oak in the corner of Mustard's field corner to Survey No. 2850; thence with one line thereof north 25 degrees 45' West 43 poles to two White Oaks in said line, corner to a 78 acre tract owned by John Smith; thence with lines and corners of said Smith's land South 38 degrees 30' West, 54 poles to a White Oak and Dogwood; thence South 75 degrees West 37 poles to a Hickory in a hollow; thence North 3 degrees East 113 poles to a White Oak; thence North 74 degrees West 121½ poles to a Beech and double Maple; thence North 31 degrees East 130 poles passing the north-west corner of said Smith's tract 93 poles to two White Oaks and a Gum corner to lot No. 94; thence with one line of said lot North 82 degrees and 15' West 178 poles to two Chestnut Oaks and a White Oak Northeast corner to Survey No. 15410; thence with lines thereof South 9 degrees East 85 poles to two Chestnut Oaks; thence South 41 degrees 31' West 39 poles to two White Oaks; thence South 28 degrees East 24 poles to a Dogwood; thence South 12 degrees and 30' East 110 poles to a Chestnut Oak; thence South 50 degrees East 14 poles to a stone and Black Oak; thence South 8 degrees East 67½ poles to a Chestnut Oak and a stone corner to a Lot No. 100; thence with one line thereof South 57 degrees East 168 poles to a Hickory, Chestnut Oak, and Black Oak on North Hillside, corner to preemption claim No. 107; thence with one line thereof North 57 degrees 45' East 53 poles to a Dogwood and Chestnut on East side of hill corner of Lot 101; thence with one line thereof North 35 degrees and 15' East 137 poles to the place of beginning, containing 397 acres."

As the result of my examination, I find that said Adah W. Simmons has a good and merchantable fee simple title to the above described land, free and clear of all

liens and encumbrances except the undetermined taxes for the year 1928 which are a lien

I have examined said warranty deed and find the same to be properly signed by said Adah W. Simmons, and that the same is otherwise properly executed and acknowledged by her. The said deed is in form sufficient to convey to the State of Ohio a fee simple title in said lands free and clear of all encumbrances whatsoever.

With said abstract and deed there was submitted to me encumbrance estimate No. 3389 relating to the purchase of the above described property. This encumbrance estimate is in proper form and shows that there are unencumbered balances in the appropriation account sufficient to pay the purchase price for said land.

However, I find that although said encumbrance estimate has been approved by the Director of the Department and has been signed by the Bursar, the same has not been signed by the Director of Finance who alone is authorized to certify that there are unencumbered balances legally appropriated sufficient to pay the purchase price of said property. Accordingly the proceedings relating to the purchase of this property are approved by this Department subject to the approval of said encumbrance estimate by the Director of Finance.

A copy of a certificate over the signature of the secretary of the Controlling Board shows that the purchase of said land has been approved by said Board.

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

Respectfully,

EDWARD C. TURNER,
Attorney General.

2027.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF ALICE WEAVER, ET AL., IN HANOVER TOWNSHIP, ASHLAND, OHIO.

COLUMBUS, OHIO, April 28, 1928.

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

DEAR SIR:—You recently submitted to this department for examination and opinion an abstract of title covering the following described real estate situated in Hanover Township, Ashland County, Ohio, and standing in the name of Alice Weaver and others, heirs at law of Levi Zimmerman, deceased, who are the owners of record of said property, to-wit: being the East half of the southwest quarter; the West half of the southeast quarter, and the northeast quarter of the southeast quarter of Section 8, Township 19, Range 16, in said township and county and containing in all two hundred acres, more or less, but subject to all legal highways.

As a result of my examination of said abstract the following exceptions in the title to said land and premises are noted:

1. The abstract shows that on July 4, 1842, one Nathan Amsbaugh, then the owner of the northeast quarter of the southeast quarter of Section 7, Township 19, Range 16, conveyed the same by warranty deed to one Robert Foster. It appears from said abstract that thereafter on September 19, 1857, one Hiram Wheeler and Juliet Ann Wheeler executed to Daniel Willford and Catherine Willford a warranty deed, by which they assumed to convey to said Daniel and Catherine Willford said northeast quarter of the southeast quarter above mentioned.