

In the partition suit noted in the abstract which resulted in the execution and delivery of the deed of the sheriff of Hamilton County conveying to Louise Jones Darby the above described premises and other lands of which said Daniel Jones died seized, the rights and interests of all the heirs of said Daniel Jones were concluded and said Louise Jones Darby in my opinion took an indefeasible title to the lands in said deed described, including the premises here under investigation. Thereafter the above described premises as a part of other lands conveyed passed by successive conveyance from Louise Jones Darby to Arthur H. Fix, then to Lillian Fix, and thereafter from said Lillian Fix to Helen Miller the present owner and holder of said premises.

From my examination of said abstract I am of the opinion that said Helen Miller has a good and merchantable fee simple title to the above described premises, subject only to the unpaid taxes that may now be a lien thereon and subject to the liens which your department now has on said premises. As I am advised that your department under the terms of said lease, has been paying the taxes on this land, you are doubtless aware of the situation with respect to the matter of unpaid taxes which as above noted are a lien on said premises. In this connection it should be noted however, that the taxes for the year 1926, the amount of which is undetermined are a lien on said lands.

I have examined the deed tendered by Helen Miller and George Miller, her husband, for the purpose of conveying said premises to the State of Ohio, and find the same to be properly signed and acknowledged by said grantors, and same is accordingly herewith approved.

No encumbrance estimate or Controlling Board's certificate with respect to the purchase of this property has been submitted, and it is to be understood that the approval of this department of the above matters relating to the purchase of this property is subject to the conditions that an encumbrance estimate and Controlling Board's certificate be furnished before the purchase of said premises is consummated.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*

2134.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF T. J. SANDERS, IN  
GREEN AND JEFFERSON TOWNSHIPS, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, May 19, 1928.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication enclosing an abstract of title and a warranty deed of one T. J. Sanders covering certain lands in Green and Jefferson Townships, Adams County, Ohio, and more particularly described as follows:

“Beginning at a Red Oak corner to Survey No. 15625 and corner to Riley Blevins Preemption Claim No. 4; thence with said claim North 24 degrees West 126 poles to a stone. A White Oak six inches in diameter bears north 24 degrees 30 minutes, East 20 links, a Black Oak 24 inches in diameter bears North 77 degrees 50 minutes East 5 links; thence South 66 degrees West 38 poles to a stone; thence South 24 degrees East 70 poles to a stone on Bald Point; thence South 24 degrees East 45 poles to a Chestnut Oak and two Pines on a ridge corner to lot 43; thence with same North 87 degrees 45 minutes West 130 poles to a stone corner to lots 44 and 46; thence

North 277 poles to a stone corner to Lot No. 26; thence South 40 degrees 30 minutes East 34 poles to a stone in the line of aforesaid Survey No. 15625; thence with same South 48 degrees 30 minutes West 39 poles to the beginning containing 210 acres, be the same more or less, being part of Lot No. 42."

An examination of the abstract of title submitted shows that said T. J. Sanders is the owner of record of the above described lands subject to the following exceptions noted in the chain of title by which said T. J. Sanders holds the same.

1. The abstract shows that for some time prior to June 6, 1903, Frederic Dinkelaker and Henry Dinkelaker were the owners of record of said lands as tenants in common. On said date, to-wit, June 6, 1903, the sheriff of Adams County executed and delivered to one Sam E. Davidson a sheriff's deed in the ordinary form purporting to convey said lands and premises to said Sam E. Davidson. Said deed recites that the same is made pursuant to an order of sale presumably made by the common pleas court of Adams County. However, no abstract of the proceedings in the court of common pleas of said county is shown such as will indicate the jurisdiction of the court with respect to said lands and premises, either by service of summons upon said Frederick and Henry Dinkelaker or by service by publication. This information to be gained from an inspection of the proceedings in the court of common pleas relating to the sale of this property should be furnished and made a part of the abstract.

2. The abstract shows that under date of January 3, 1911, one A. J. Best, then the owner of record of said lands conveyed the same by warranty deed to C. A. Crabtree. The abstract does not show that there was any consideration for this conveyance. Inasmuch as the abstracter notes that there are no irregularities in this deed, it may be that the deed recites the consideration, the omission to state said consideration in the abstract being an oversight.

3. On January 26, 1911, C. A. Crabtree being then the owner of record of said lands executed a mortgage on the same to one Cassius M. Thompson. This mortgage has not been released of record. However, it appears that on June 25, 1912, said C. A. Crabtree, together with his wife, conveyed said lands by warranty deed to Cassius M. Thompson. If said Cassius M. Thompson, mentioned as the mortgagee of said lands, is the same person as the Cassius M. Thompson to whom said lands were later conveyed, the mortgage was of course merged in the larger title which said Cassius M. Thompson obtained by the conveyance of said lands to him. Presumably, the Cassius M. Thompson mentioned in both these transactions is one and the same person, but specific information on this point should be furnished and made a part of the abstract.

Aside from the exceptions above noted the lands here under investigation appear by said abstract to be free and clear of all encumbrances whatsoever, except taxes for the last half of the year 1927 due and payable in June, 1928, and except also the taxes on said lands for the year 1928, the amount of which is as yet undetermined.

I have examined the warranty deed of said T. J. Sanders above referred to, and find that the same has been properly executed and acknowledged by himself and by his wife, Gertrude Sanders.

It will be noted from the description of said lands above set forth, that the same contains the recital that said lands are "part of lot No. 42." The abstract shows that the premises thus conveyed by metes and bonds are identical with Ohio Agricultural and Mechanical College Lot No. 42. If this be a fact, the deed should so state.

Both the abstract of title and deed submitted are disapproved, for the reasons above stated.

The encumbrance estimate No. 3391 covering the purchase of the above described property has been submitted and found to be in proper form. Said encum-

brance estimate shows that there are unencumbered balances in the appropriation account sufficient to pay the purchase price of said lands. I also note by proper certificate submitted that the purchase of said lands has been authorized by the Controlling Board.

I herewith enclose said abstract of title, deed, encumbrance estimate and certificate of the Controlling Board. When said abstract of title and deed are corrected the same, together with the encumbrance estimate and certificate of the Controlling Board should again be submitted to this department for approval.

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

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2135.

APPROVAL, ARTICLES OF INCORPORATION OF THE OHIO HORTICULTURAL MUTUAL HAIL INSURANCE COMPANY.

COLUMBUS, OHIO, May 19, 1928.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am returning to you herewith the articles of incorporation of The Ohio Horticultural Mutual Hail Insurance Company with my approval endorsed thereon.

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

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2136.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND ROBERT H. EVANS & COMPANY, COLUMBUS, OHIO, FOR THE CONSTRUCTION OF COTTAGE, MASSILLON STATE HOSPITAL, MASSILLON, OHIO, AT AN EXPENDITURE OF \$91,150.00—SURETY BOND EXECUTED BY THE AETNA CASUALTY & SURETY COMPANY.

COLUMBUS, OHIO, May 19, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Department of Public Welfare, and E. A. Evans, John C. Evans, Charles S. Rose and Clarence E. Palmer, doing business as "Robert H. Evans & Co.", Columbus, Ohio. This contract covers the construction and completion of General Contract for Cottage—Male (exclusive of Plumbing, Heating and Ventilating, and Electrical Contracts), Massillon State Hospital, Massillon, Ohio, and calls for an expenditure of Ninety-one thousand one hundred and fifty (\$91,150.00) dollars.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the