

The abstracter also calls attention to the fact that the records do not show the appointment of the guardian of William Cheney and Hibben Cheney, who entered an appearance in said partition suit. See page 19 of the Abstract. However, this action was filed nearly a century ago and the Abstract shows that these minors accepted the portion set off to them and later when of full age conveyed title to said portions by warranty deed, thus ratifying the partition.

On page 42 is an uncancelled moragage given by Elizabeth Cotterman and Abraham Cotterman to Kesiah Ross dated April 1, 1874. However, this mortgage was only for \$100.00. The affidavit of Jennie D. Jameson is submitted herewith to the effect that the mortgagors at least are dead and that no claim or demand has been made on her by virtue of said mortgage. I am of the opinion that the same may be disregarded.

On page 54 is an uncancelled oil and gas lease given by Mary E. and J. H. Fouts to The Inter State Oil Company, dated April 20, 1904. The affidavit of Jennie D. Jameson submitted herewith to the effect that no well was ever drilled under this lease and that no rentals have been paid to her thereon, shows the conditions of said lease to have been violated by the lessee, thus rendering the same null and void.

There is also submitted herewith an assignment of the oil and gas lease now held by The East Ohio Gas Company as set forth on page 69, of the Abstract, which lease the state in its contract of purchase agreed to assume.

On page 71 of the Abstract is an uncancelled mortgage held by The People's Savings & Loan Company of Wooster, Ohio, which Jennie D. Jameson in her contract of sale agreed to pay, and payment of which should be made a condition of the delivery of the voucher.

Taxes for the year 1926, the amount of which is not set forth in the Abstract, are a lien. However, Mrs. Jameson in her contract of sale has agreed to pay these taxes. Payment should of course be made a condition of the delivery of the voucher.

A warranty deed from Jennie D. Jameson, a widow and now unmarried, is submitted herewith and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

It also appears from a copy of the minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney-General.*

3838.

ABSTRACT, STATUS OF TITLE TO LAND IN EAST UNION TOWNSHIP,  
WAYNE COUNTY, OHIO, TO BE USED AS A PART OF THE SITE FOR  
AN ADDITIONAL INSTITUTION FOR THE FEEBLE-MINDED IN  
NORTHERN OHIO.

COLUMBUS, OHIO, November 27, 1926.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Examination of two abstracts, warranty deeds and other data submitted for my examination and approval, discloses the following:

The abstracts as submitted were prepared by the Wayne County Abstract Company of Wooster, Ohio, and were certified under date of November 6, 1926, and pertain to one tract of 40 acres and another tract of 8.53 all in East Union township, Wayne county, Ohio, to be used as a part of the site for an additional institution for the Feeble Minded in Northern Ohio, and which real estate is more particularly bounded and described as follows:

**JOHNSON KESLAR TRACT:** Situated in the township of East Union, county of Wayne, State of Ohio, known as the west half of the east half of the southwest quarter of section 16, township 16, range 12, beginning at a stone in the public road at the north end of the line dividing said quarter into two equal parts; thence east along the middle of said road 10 chains to a stone; thence south  $1^{\circ}$  west 27 chains 25 links to a stone; thence south  $81^{\circ}$  east 2 chains 25 links to a stone; thence south  $7\frac{1}{2}^{\circ}$  west 2 chains 80 links to a post; thence north  $89\frac{1}{2}^{\circ}$  west 1 chain 90 links to a stone; thence west 1 chain 13 links to a stone; thence south  $1^{\circ}$  west 10 chains 6 links to a stone in the south line of said quarter; thence west along said line 8 chains 87 links to a stone at the south end of the line dividing the quarter; thence north  $1^{\circ}$  east 40 chains 50 links to the place of beginning, containing 40 acres.

**CINDERELLA KESLAR TRACT:** Situated in the township of East Union, county of Wayne, State of Ohio, known as part of the southwest quarter of section 16, township 16, range 12, beginning on the south line of said quarter at a stone 8 chains 38 links west of the southeast corner of said quarter: thence north  $1^{\circ} 20'$  east 40 chains 47 links to a stone on the north line of said quarter in the center of the public road; thence west along the north line of said quarter and the center of said road to a point 10 chains east of the center of the north line of said quarter, said point being the northeast corner of land now owned by Johnson Keslar; thence south  $1^{\circ}$  west 27 chains 25 links to a stone; thence south  $81^{\circ}$  east 2 chains 25 links to a stone; thence south  $7\frac{1}{2}^{\circ}$  west 2 chains 90 links to a stone; thence north  $89\frac{1}{2}^{\circ}$  west 1 chain 90 links to a stone; thence west 1 chain 13 links to a stone; thence south  $1^{\circ}$  west 10 chains 6 links to a stone in the south line of said quarter, said stone being 8 chains 87 links east of the center of the south line of said quarter and being the southeast corner of land now owned by Johnson-Keslar; thence east along the south line of said quarter to the place of beginning, containing 8.53 acres more or less.

The note on page 3 of the Johnson Keslar Abstract and on page 4 of the Cinderella Keslar Abstract shows the deed from the State of Ohio to Amos Hampten to be missing from the records. However, the following item in each Abstract makes reference to this deed and the date thereof, so that it is evident that it was actually executed and delivered. Moreover this deed was dated August 21, 1834. To correct the error would require a deed from the State of Ohio and as the state is now purchasing this land there is no use of getting such a deed of correction.

On page 5 of the Johnson Keslar Abstract and on page 6 of the Cinderella Keslar Abstract is a note showing the deed from Jonathan Gans to Uriah M. Franks to be missing from the records. However, title was apparently transferred in 1857 or 1858 and the affidavit of the Keslars is submitted herewith to the effect that no claim or demand has been made upon them during their long occupancy of the premises by virtue of this missing deed, so that I am of the opinion that the omission is of little consequence and may be disregarded. On page 7 of the Johnson Keslar Abstract and on page 8 of the Cinderella Keslar Abstract is an uncancelled mortgage dated March 28, 1871, and covering both tracts. The affidavit of the Keslars submitted herewith

shows that the mortgagors, who were the grandparents and parents of said Cinderella Keslar are dead, also that the mortgagee, whom Johnson Keslar as a boy knew as a man sixty-five years ago is dead; also that said Keslars never heard of said mortgage until the same was mentioned to them by a representative of the state November 17, 1926, and that no claim or demand has been made on them on account of said mortgage during their long occupancy of said premises. I am therefore of the opinion that this also may be disregarded.

The affidavit of said Keslars submitted herewith also shows that the John and Jane Culbertson, who reserved a life interest in certain parts of said premises as shown on page 9 of the John Keslar Abstract and on page 10 of the Cinderella Keslar Abstract are both dead so that said life estates have terminated.

On page 20 of each Abstract is an uncancelled oil and gas lease to The Inter State Oil Company dated April 22, 1904. The affidavit of the Keslars submitted herewith to the effect that no well was ever drilled under this lease and that no rentals were ever paid thereon, shows the conditions of said lease to have been violated by the lessee, thus rendering the same null and void.

There is also submitted herewith the oil and gas lease now held by The Logan Gas Company as set forth on page 24 of the Johnson Keslar Abstract and on page 22 of the Cinderella Keslar Abstract, on which is an assignment to the State of Ohio, which lease the state in its contract of purchase agreed to assume.

On pages 28 and 29 of the Johnson Keslar Abstract are uncancelled mortgages held by The Wayne Building & Loan Company of Wooster, Ohio, which the vendors in their contract of sale agreed to pay, and payment of which should be made a condition of the delivery of the voucher.

Taxes for the year 1926 on the Johnson Keslar tract amounting to \$57.60 and on the Cinderella Keslar tract amounting to \$7.70 are a lien. However, the vendors have agreed in their contract of sale to pay the taxes. Payment should of course be made a condition of the delivery of the voucher.

In view of the above explanations, I am of the opinion that said Abstract shows a good and merchantable title to said 40 acres in John Keslar and to said 8.53 acres in said Cinderella Keslar.

A warranty deed from Johnson Keslar and wife, Cinderella Keslar is submitted herewith, and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

It also appears from a copy of minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this Abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

3839.

ABSTRACT, STATUS OF TITLE TO LAND LOCATED IN VILLAGE OF CALDWELL, NOBLE COUNTY, BEING PART OF SECTION 3, TOWNSHIP 6, RANGE 9.

COLUMBUS, OHIO, November 27, 1926.

HON. G. F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted by your department for my examination and approval, discloses the following:

The abstract as submitted pertains to .31 of an acre of land located in the village