

2232.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN  
CRAWFORD COUNTY.

COLUMBUS, OHIO, June 15, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*

2233.

APPROVAL, ARTICLES OF INCORPORATION OF THE AMERICAN  
LIABILITY AND SURETY COMPANY OF CINCINNATI.

COLUMBUS, OHIO, June 16, 1928.

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

DEAR SIR:—I am returning to you herewith Articles of Incorporation of The American Liability and Surety Company of Cincinnati, with my approval endorsed thereon.

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

2234.

APPROVAL, BONDS OF THE VILLAGE OF LYNDBURST, CUYAHOGA  
COUNTY, OHIO—\$128,700.00

COLUMBUS, OHIO, June 16, 1928.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

2235.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF IDA S. UHL,  
CLEMENT UHL AND EDWARD UHL, IN HOCKING TOWNSHIP,  
FAIRFIELD COUNTY, OHIO.

COLUMBUS, OHIO, June 16, 1928.

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

DEAR SIR:—You recently submitted for my examination and opinion an abstract of title and a warranty deed covering two certain tracts of land in Hocking Township, Fairfield County, Ohio, and described as follows:

FIRST TRACT: Consisting of Forty (40) acres more or less, being the west half of the west half of the southeast quarter of Section Twenty-three (23), Township Fourteen (14), in Range Nineteen (19);

SECOND TRACT: Consisting of Twenty (20) acres more or less, being the west half of the east half of the west half of the southeast quarter of Section Twenty-three (23), Township Fourteen (14), in Range Nineteen (19).

My examination of the abstract of title submitted shows that Ida S. Uhl, Clement Uhl and Edward Uhl are the owners of record of the above described tracts of land, and that their title is subject to the following exceptions on the abstract submitted:

(1) The abstract is defective in not showing the history of the title of the land in the southeast quarter of Section 23 of Township 14, in Range 19, from the time the government patent for said lands was issued in the year 1813, to April 23, 1842, at which time there appears as noted in the abstract, a partition deed whereby Eliza R. Stanbery and James R. Stanbery, her husband, convey to Mary Jane Brasee the south half of said Section 23, which description of course included the southeast quarter of said section. As above noted, however, there is nothing in the abstract to show how Eliza Stanbery and Mary Jane Brasee obtained title to said lands.

(2) At page 116 of the abstract there appears a deed from Mary Jane Brasee to Clara A. Salisbury conveying to said Clara A. Salisbury the west half of the southeast quarter of said Section 23. It does not appear that this deed, which was executed August 28, 1884, was signed by the husband of said Mary Jane Brasee. It is altogether probable that he was dead. However, as to this, the facts should be obtained and made a part of the abstract.

(3) It appears that on the 30th day of January, 1899, one Joseph Uhl being the then owner of the west half of the southeast quarter of said Section 23, devised the same by his last will and testament to his sons Anthony Uhl and George Uhl. Apparently by said last will and testament there was devised to Anthony Uhl the west half of said west half of the southeast quarter of Section 23, and there was devised to George Uhl the east half of the west half of said section. Each of said devises was on the condition that the devisees named should pay to their brother Joseph Uhl, the sum of three hundred dollars (\$300.00). There is nothing in the abstract to show that these sums of money so charged against the lands devised to George Uhl and Anthony Uhl respectively have been paid.

In this connection I note that in the court proceedings whereby George Uhl obtained title to the tract devised to Anthony Uhl, there appears an order of the court that the sum of three hundred dollars (\$300.00) charged as a lien against said west half of the west half of said section be paid, but there is no receipt or other record in the abstract showing the fact that such payment was made. And as above indicated there is nothing in the abstract to show that the three hundred dollars charged as a lien against the east half of the west half of said section devised to George Uhl, has been paid.

It appears that said George Uhl died in 1924, devising the above described tracts of land and other property to Clement Uhl and Edward Uhl, his sons, subject to the life estate of their mother, Ida S. Uhl, which she took by the last will and testament of said George Uhl. It appears from the abstract that the inheritance tax with respect to said transfer of title from said George Uhl has not been determined and paid. Any inheritance tax due and payable on such transfer of title is of course a lien upon said lands.

(4) It appears from the abstract that administration has been granted upon the estate of said George Uhl, but no proceeding in the administration of said estate is shown, and it does not appear that the indebtedness of the estate of said George Uhl has been paid. This should be ascertained before the transaction relating to the purchase of this property by the state is closed.

(5) It appears that the taxes for the last half of the year 1927, amounting to fifty-four dollars and forty-four cents (\$54.44) are unpaid and a lien upon said land. Likewise the taxes for the year 1928, the amount of which is as yet undetermined, are a lien upon said premises.

An examination of the warranty deed of said Ida S. Uhl, Clement Uhl and Edward Uhl, submitted with said abstract of title, shows that the same has been properly executed and acknowledged and that it is in form sufficient to convey to the State of Ohio a fee simple title to said lands free and clear of all encumbrances.

I have likewise examined encumbrance estimate No. 1386 relating to the purchase of said lands and find the same to be properly executed and to show that there are encumbrance balances in the appropriation account sufficient to pay the purchase price of said land, and that the moneys in said appropriation act are applicable to the payment of such purchase price. I note that in said encumbrance estimate there appears a statement over the signature of the Director of Finance that the purchase of said tracts of land has been approved by the controlling board pursuant to the authority of Section 12 of House Bill No. 502.

I am returning to you with the abstract of title, said deed and encumbrance estimate. All of these files should be returned to this department with the corrected abstract.

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

2236.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF EDSON O. KERNS  
AND WIFE, IN HOCKING TOWNSHIP, FAIRFIELD COUNTY, OHIO.

COLUMBUS, OHIO, June 16, 1928.

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

DEAR SIR:—YOU recently submitted for my examination and opinion an abstract of title and a warranty deed executed by Edson O. Kerns and Christena Kerns, his wife, covering certain lands and premises in Hocking Township, Fairfield County, Ohio, and more particularly described as follows:

FIRST TRACT: Being the south one half of the northeast quarter of Section No. 23, in Township No. 14; of Range No. 19, containing eighty (80) acres more or less; but, excepting therefrom the right-of-way of the Lancaster Traction Company, and excepting also therefrom twenty-seven hundredths (27/100) of an acre out of the northwest corner lying west of the Lancaster and Hamburg Road, conveyed by Jacob Leui to George Snoke, by deed dated March 1st, 1924, and recorded in Deed record No. 154 on page 275 of the Deed records of said county. The premises described in this tract, including the said exceptions were conveyed