

the proposed purchase of 499.75 acres of land situated in Nile Township, Scioto County, Ohio, from one William V. Smith, said land being known as Ohio State University Lot No. 116.

An examination of the abstract of title submitted, which is certified by the abstractor under date of February 7, 1931, indicates that William V. Smith has a good and marketable fee simple title to said land, and that it is free and clear of all incumbrances with the exception of the taxes for 1930, in the amount of twenty-two dollars and seventy cents. In some of the instruments in the chain of title various inaccuracies in descriptions are noticeable. However, these apparent deficiencies are adequately supplied by other portions of the respective instruments which indicate the intention of the respective grantors in the chain of title to convey the land under consideration.

Encumbrance estimate No. 791 is in proper form and shows that there remains in the proper appropriation account a sufficient balance to pay the purchase price of said land.

I find in the warranty deed signed by William V. Smith and his wife, Nora H. Smith, a few errors in the description, which should be corrected. First, said land is referred to as "Ohio University Lot No. 116," whereas in fact said land is actually Ohio State University Lot No. 116. Secondly, the next to the last call as found in the deed reads "Thence with one line thereof south 280 19/100 poles to a stake in the north line *if* said Lot No. 117." Said word "if" is erroneously inserted in place of the word "of".

I am herewith returning to you all of the papers enumerated above as having been received.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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3046.

APPROVAL, ABSTRACT OF TITLE TO LAND OF CHARLES CRISP IN  
GREEN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, March 13, 1931.

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

DEAR SIR:—Some time ago you submitted for my approval an abstract of title and other documents relating to the proposed purchase from one Charles Crisp of approximately 310 acres of land in Green Township, Adams County, Ohio, said land being known as Ohio State University Lot No. 44. In Opinion No. 2966, rendered to you under date of February 20, 1931, I pointed out various instances in which the title to this property, as disclosed by said abstract, was defective.

Mr. Crisp came in person to my office on March 11, 1931, and presented additional papers and documents which have the effect to correct the errors noted in the former opinion, and I now find that Mr. Crisp has a good and merchantable fee simple title to said land, free and clear of all encumbrances. Among these papers are:

1. A newly executed warranty deed by Mr. Crisp, conveying said land to the State of Ohio. This deed corrects the errors in the deed originally submitted and is satisfactory.

2. A quit claim deed to Mr. Crisp from Elizabeth Harcha, widow of John

Harcha, deceased, and from the heirs of said John Harcha, deceased. This quit claim deed rectifies the defect of a deed dated March 26, 1912, in which John and Elizabeth Harcha, the then owner of the premises and his wife, purported to convey the land in question to one W. R. Sprague in fee simple, but to which the acknowledging notary public failed to sign his name.

3. An affidavit by said Elizabeth Harcha naming the persons who are the heirs at law of said John Harcha, deceased. I find that the persons so named in this affidavit as said heirs at law have each signed the quit claim deed mentioned under item 2, *supra*.

4. A quit claim deed from M. M. Redwine and his wife, Belle Redwine, to said Charles Crisp containing a proper description of said Ohio State University Lot No. 44. This quit claim deed cures the defect which was created by the confusing and erroneous description, noted in the former opinion, in the deed of July 29, 1930, in which Mr. Redwine and his wife conveyed said land to Mr. Crisp.

5. A letter from Mr. Horace G. Pettit, Recorder of Adams County, Ohio, in which he states that the sheriff's deed of August 23, 1928, purporting to convey to M. M. Redwine the premises in question, was not actually defective. It will be remembered that I pointed out in the former opinion that the abstract submitted did not indicate that this deed had been signed and acknowledged by the sheriff. In a telephone communication with Mr. Pettit, Recorder of Adams County, he informed me that such signature and acknowledgment did actually appear upon the record.

I am herewith transmitting to you all of the papers which Mr. Crisp left with me on March 11, including those mentioned in the above five items, as well as the abstract of title and the original deed by which Mr. Crisp conveyed this land to the State of Ohio.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

3047.

APPROVAL, BONDS FOR THE FAITHFUL PERFORMANCE OF THEIR  
DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTORS—RUSSELL  
L. HARVEY—JOHN S. DENNIS.

COLUMBUS, OHIO, March 14, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted two bonds, each in the penal sum of \$5,000.00 with surities as indicated, to cover the faithful performance of the duties of the officials as hereinafter listed:

Russell L. Harvey—Resident District Deputy Director, Hardin County—  
United States Fidelity & Guarantee Company.

John S. Dennis—Resident District Deputy Director, Muskingum County—Ohio  
Casualty Insurance Company.

Finding said bonds to have been properly executed, I have accordingly approved the same as to form, and return them herewith.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*