

feasible fee simple title to the lands here in question, subject to the dower interest of Caroline Elsea, widow of Creighton R. Elsea, deceased, and subject to the inchoate dower interest of the respective consorts of the children and heirs of the said Creighton R. Elsea above named. I further find that said lands are free and clear of all encumbrances except the lien of taxes thereon and the lien of the outstanding indebtedness of the estate of the said Creighton R. Elsea.

It appears from the abstract that the only taxes that are unpaid and a lien on said lands are the taxes for the last half of the year 1927 and the undetermined taxes for the year 1928.

With respect to the outstanding indebtedness of the estate of the said Creighton R. Elsea, it appears from an affidavit made a part of the corrected abstract that substantially all of said indebtedness consists of certain sums of money due and owing to Emma J. Elsea and Cora L. Elsea, who are the wives, respectively, of said Sam C. Elsea and R. O. Elsea. Both said Emma J. Elsea and Cora L. Elsea have signed the warranty deed to be delivered to the State of Ohio in the consummation of the purchase of these lands. By signing said deed and joining in the granting and warranty clauses thereof said persons have effectually estopped themselves from claiming the benefit of any lien on the lands here in question, so far as any claims against the estate of Creighton R. Elsea are concerned, and this objection to the title is accordingly obviated by the fact that they have signed said deed.

In my former opinion to you above referred to, your attention was called to a discrepancy in the purchase price of these lands noted in the recital thereof in the deed compared with that noted in the certificate of the Controlling Board. It is quite possible, if not altogether probable, that this discrepancy arises from some misunderstanding with respect to the number of acres of land in the two tracts covered by the abstract and deed. However this may be, the discrepancy should in some way be adjusted for the reason that the amount of money paid by your department for these lands should not exceed the purchase price authorized by the Controlling Board.

Subject, therefore, to this exception and to that above noted with respect to the taxes which are a lien upon said lands, the title to the same is hereby approved.

I am herewith returning said abstract of title to you.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*

2437.

#### APPROVAL, THREE GAME REFUGE LEASES.

COLUMBUS, OHIO, August 10, 1928.

*Department of Agriculture, Division of Fish and Game, Columbus, Ohio.*

GENTLEMEN:—This will acknowledge your letter of August 7, 1928, in which you enclosed the following Game Refuge Leases in duplicate, for my approval:

<i>No.</i>	<i>Name.</i>	<i>County.</i>	<i>Township.</i>	<i>Acres.</i>
1145	Marion Watson.....	Fairfield,	Pleasant,	304
1146	Daniel Bauer.....	Fairfield,	Pleasant,	84
1147	Ellen Tschopp.....	Fairfield,	Pleasant,	206

I have examined said leases, find them correct as to form, and I am therefore returning the same with my approval endorsed thereon.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*