

"Beginning at a point in the westerly line of Church Street, in said Village of Newtown, three hundred and five and seventy one hundredths (305.71) feet southwesterly of the point of intersection of said westerly line of Church Street by the south line of Main Street, in said Village of Newtown; running thence, south twenty-eight degrees and thirty minutes (28° 30') west along said westerly line of Church Street, two hundred and seventy five and sixteen hundredths (275.16) feet; thence south eighty degrees and forty-three minutes (88° 43') west, one hundred and twenty-seven and five hundredths (127.05) feet; thence north no degrees and seven minutes (7') west; one hundred and eighty-five and twenty hundredths (185.20) feet; thence north seventy-seven degrees and three hundredths minutes (77° 03') east, two hundred and sixty-five and forty hundredths (265.40) feet to the place of beginning, containing ninety hundredths (.90) of an acre of land, be the same more or less."

As a result of my examination of the abstract, I find that Mary M. Arnold, the owner of record of said premises, has a good and merchantable fee simple title to said premises subject only to the lien of the taxes on the same for the last half of the year 1927, and to the lien of the undetermined taxes for the year 1928. Apparently the taxes for the last half of the year 1927 on a parcel of 3.33 acres, including the premises under investigation, amount to \$57.80. The taxes on the premises under investigation, which consists of .90 of an acre of land, will have to be ascertained and apportioned both with respect to the taxes for the last half of the year 1927 and those of the year 1928.

I have examined the warranty deed for said premises, signed and otherwise properly executed and acknowledged by Mary M. Arnold and Gustave Arnold, her husband. This deed is in all respects in proper form and will on delivery and acceptance be effective to transfer to the State of Ohio a simple title to said premises free and clear of all incumbrances whatsoever.

There has been submitted to me an encumbrance estimate with respect to the purchase of the above described premises. This encumbrance estimate, which has been properly executed, shows that there are unencumbered balances in the appropriation account sufficient to pay the purchase price of this property. This encumbrance estimate likewise contains a statement over the certificate of the Director of Finance that the purchase of this land was approved by the Board of Control on October 3, 1927.

I am herewith returning to you the above mentioned deed and encumbrance estimate. I am retaining the abstract for the reason that the same is needed by this department for the purpose of investigating the title of other properties in Newtown, purchased by your department.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2031.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF ALBERT STICKSEL
AND MARY E. STICKSEL, IN THE VILLAGE OF NEWTOWN, HAMIL-
TON COUNTY, OHIO.

COLUMBUS, OHIO, April 28, 1928.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and opinion an abstract and a certain warranty deed executed by Albert Stickssel and Mary E. Stickssel

covering certain property located in the Village of Newtown, Hamilton County, Ohio, and more particularly described as follows:

"Beginning at the most easterly back corner of Lot No. 11 of the Subdivision of Out-Lot No. One (1) made by James Taylor; thence with the line of said Lot No. 11, and of lots Nos. 12, 13, 14 and 15, 3 chains and 80 links to the northerly back corner of Lot No. 15 in the line of Out-Lot No. 2; thence with the line of Out-Lot No. 2 north nine (9) degrees 20 minutes east three chains and 49 links to a stone in the back line of Lot No. 6; thence with a line of the same, and the line of Lots Nos. 3, 4, 5 and 6 north 84 degrees 50 minutes east 4 chains and 50 links to a stone; thence south $3\frac{3}{4}$ degrees east 5 chains and 55 links to the center of the County Road; thence with said road south 25 degrees 10 minutes west $79\frac{1}{2}$ links; thence north 89 degrees west binding on the line of Lot No. One (1), subdivided by James Taylor and sold to S. D. Williams 4 chains and 11 links to a stone in a line with said Lot No. 11 first named; thence with a line of the same north 90 degrees 20 minutes east one (1) chain and 71 links to the place of beginning, containing $2\frac{98}{100}$ acres.

Also, those other lots of land lying and being in said Village of Newtown, Hamilton County, Ohio, known as Lots Nos. 12, 13, 14 and 15 of James Taylor's Subdivision of Out-Lot No. One (1). Said lots front—each fifty (50) feet on High Street, and running back two hundred (200) feet; reference being had to the recorded plat of said Subdivision in Book 81, page 266, of the Records of Deeds in Hamilton County.

Also, Lots Nos. 1, 2 and 11 of James Taylor's Subdivision of Out-Lot No. One (1) in the Village of Newtown, Hamilton County, Ohio. Lots 1 and 2 front each fifty-four (54) feet on the road, and extend back to Madison Street, and the south line of Lot No. 2 being one hundred and eighty-two (182) feet on the north side of High Street, and the north line of Lot No. One (1) being two hundred and ten (210) feet deep each, fronting fifty (50) feet each on the east side of Madison Street. Lot 11 fronts fifty (50) feet on the north side of High Street by two hundred (200) feet in depth, and lies next west of Madison Street which bounds the east half of said lot.

All of the above property being the same property conveyed to the grantor herein by deed from Lydia A. Drake, per Executrix, recorded in Deed Book 1068, page 615 of the Records of said County.

Also being the premises leased by said grantor to the State of Ohio, dated April 15, 1922, and recorded in Lease Book ----, page --- and a lease to part of said premises recorded in Lease Book 162, page 171 of the Hamilton County Records."

Upon examination of the abstract of title of the above described premises, I am unable to approve the same, and from said abstract submitted I am unable to find that Albert Stickse, the present record owner of said premises, has a good and merchantable title to the same.

The conveyances set out in the abstract for the purpose of covering the early history of the title of lands supposed to embrace the premises here in question are so defective as to description that it is quite impossible to say that any of the lands conveyed by said early deeds actually covered the premises here under investigation; but assuming that these premises were embraced in lands owned by Thomas Brown in Anderson Township, Village of Mercersburg, and which came to him on and prior to 1805, there is a complete break in the chain of title to the premises in question from 1805 until 1863, when the deed was executed by one James Taylor, as executor of James Taylor, conveying to one Jacob Christman a certain 2.98 acres of land, which

may be the same tract of land of which Albert Sticksel is now the owner of record. In other words, assuming that this tract of land conveyed to Jacob Christman is the same tract which Albert Sticksel now holds, there is nothing in the abstract to show how James Taylor obtained title to said tract of land. Moreover, assuming that said James Taylor owned said tract of land at the time of his death, which was evidently some time prior to June 8, 1863, there is nothing in the abstract, other than the recitals in said deed of James Taylor, executor to Jacob Christman, to show that the executor had authority to convey the property.

The abstract sets out the deed executed by Katie Christman, Administratrix, to "Lydia A. Drake, et al, Ex. etc." under date of November 5, 1900. This deed purports to have been executed pursuant to an order of the Probate Court of Hamilton County, Ohio, in a certain proceeding instituted by Katie Christman, Administratrix of the estate of Jacob Christman, for the purpose of paying the debts of the estate and the expenses of administration. The proceedings in the Probate Court of Hamilton County have not been sufficiently abstracted to show that the parties defendant in said action were served with summons or that the court otherwise obtained jurisdiction to make an order of sale with respect to said premises.

Besides said tract of 2.98 acres of land above referred to, this deed, executed by Katie Christman, Administratrix, purports to convey lots 12, 13, 14 and 15 of James Taylor's Subdivision of Outlot No. 1, "being the same premises conveyed in Deed Book 295, page 617." There is nothing in the abstract to show who the grantor was in the deed recorded in Deed Book 295, page 617, and still less does the abstract show anything with respect to the question as to how said grantor, whoever he was, obtained title to the said lots 12, 13, 14 and 15 of James Taylor's Subdivision. Said deed of Katie Christman, Administratrix, to Lydia A. Drake, et al., Ex. etc., also purports to convey lots 1, 2 and 11 of James Taylor's Subdivision, "being the same premises conveyed to Jacob Christman recorded in Deed Book 285, page 218." The deed recorded in Deed Book 285, page 218, seems to have been one executed and delivered by one John DeCamp to Jacob Christman, the date of which is not indicated in the abstract. However, this deed, as abstracted, purports to convey only lots Nos. 1 and 2 of James Taylor's Subdivision, and there is nothing to show how lot 11 of said subdivision came to Jacob Christman. Said lots 1 and 2 in said subdivision were conveyed to said John DeCamp by the sheriff of Hamilton County, by deed under date of April 3, 1859, as the property of one P. L. Randolph. The abstract does not show the proceedings which authorized the sheriff to convey these lots to John DeCamp, and still less does it show anything with respect to the question as to how said P. L. Randolph obtained title to the lots.

Albert Sticksel obtained record title to the premises here under investigation by a warranty deed executed by one Delia L. McGill Patton, as sole surviving executrix and trustee of the estate of Lydia A. Drake, under date of October 21, 1922. The abstract sets out a copy of the Last Will and Testament of Lydia A. Drake, deceased, in which Lewis D. Drake and Delia L. McGill were appointed executors of her estate and authorized to convey, by deeds of general warranty or otherwise, any and all real estate owned by said Lydia A. Drake. The abstract does not show how Lydia A. Drake obtained title to the premises under investigation other than as indicated by the deed of Katie Christman before referred to, which, as above noted, was executed to "Lydia A. Drake, et al. Ex. etc." This deed recites that the property in question was sold at public auction to Lydia A. Drake's trustees, and if we are to assume that the deed of Katie Christman was executed and delivered to Lydia A. Drake's trustees rather than to Lydia A. Drake individually, it must be observed that there is nothing in the abstract to show how the legal title of Lydia A. Drake's trustees became divested and vested in Lydia A. Drake. Of course, so far as this question is concerned, Lydia A. Drake would in any event have the equitable title to said premises, which equitable

title she could devise by her Last Will and Testament. However, it is important that this matter be cleared up in the abstract.

The deed submitted, which is signed by Albert A. Sticksel and Mary E. Sticksel, his wife, is properly executed and is in form sufficient to convey to the State of Ohio a fee simple title to the premises here in question, free and clear of all encumbrances.

The encumbrance estimate is in proper form and shows that there are unencumbered balances sufficient to pay the purchase price for this property and I note that said encumbrance estimate contains a statement over the signature of the Director of Finance, showing that the Board of Control approved the purchase of this property under date of October 3, 1927.

However, by reason of the defects in the title to the premises under investigation above noted, I am compelled to disapprove said title on the abstract submitted and herewith return to you said deed and encumbrance estimate. I am required to hold the abstract for the purpose of investigating the title of other properties in the Village of Newtown which the state proposes to purchase for the use of your department.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2032.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF ALVIN F. CYFERS,
IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, April 28, 1928.

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

DEAR SIR:—You recently submitted to me for my examination and opinion an abstract of title and a warranty deed executed by one Alvin F. Cyfers, covering certain real property situated in Nile Township, Scioto County, Ohio, and more particularly described as follows:

“Beginning at a stake 84.2 poles north of a stone marked ‘J’ in the Southwest corner of said Lot No. 1, and at the Northwest corner of an 80 acre tract sold Mrs. Campbell; thence East with said line of Mrs. Campbell’s 152 poles to a stake in the West line of a tract sold W. H. Kessler; thence North with said Kessler’s line 35.84 poles to a stake; thence West 152 poles to a stake in the West line of said Lot No. 1, and East line of Lot No. 2; thence South with said lines, 35.84 poles to the beginning, containing 35 acres more or less, and being the same lands sold to the above Wm. H. Scoles, see Deed Book No. 29, Page 160, Scioto County Records of Deeds.”

An examination of the abstract submitted shows that the original source of title of Alvin F. Cyfers and his predecessor in and to the above described lands was and is the Ohio State University, for whom there was surveyed Ohio State University Lot No. 1, containing 526 acres and embracing the lands above described. From the Ohio State University the lands here under investigation passed by mense conveyance to one W. H. Scoles, who, on June 23, 1879, obtained title to the same by deed of conveyance from one J. F. Miles. Thereafter, while said lands still stood in the name of said W. H. Scoles, the same became delinquent for the nonpayment of the taxes and penalty for the years 1913 and 1914 and the same having failed to sell at delinquent