

Upon re-examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to said premises in Julian Irey, subject to the following:

1. The same difficulties appearing in the abstract as formerly submitted, down to the time James Kelly acquired the property on April 22, 1857, still appear in the abstract.

2. The mortgage from Julian Irey to Marion Hoopes, acknowledged September 5, 1919, and recorded in Vol. 421, page 600 of the Columbiana County Mortgage Records is still a subsisting lien on the land in the west half of the southwest quarter, Section No. 1.

3. The June instalment of the 1926 tax is still unpaid and a lien.

4. The 1927 taxes, amount yet undetermined, are now a lien.

5. The abstracter's certificate shows no examination made in the United States Court and that the examination was made in the name of record owners only, and only for the period during which each one respectively held said title.

The encumbrance estimate is numbered 3984, is dated December 22, 1926, and bears the certification of the Director of Finance under date of December 23, 1926, and appears to be in regular form.

No deed has been submitted with the abstract and the encumbrance estimate.

I am herewith returning your file relating to Tract No. 14, including the abstract of title, and the encumbrance estimate.

Respectfully,

EDWARD C. TURNER,
Attorney General.

566.

DISAPPROVAL, ABSTRACT OF TITLE TO GUILFORD LAKE PARK LAND,
HANOVER TOWNSHIP, COLUMBIANA COUNTY.

COLUMBUS, OHIO, June 2, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, O.*

DEAR SIR:—You have resubmitted for my opinion, encumbrance estimate No. 3982, blank form of Ohio warranty deed and the abstract prepared by McMillan & Kelso under date of April 24, 1926, recertified under date of November 3, 1926, and again recertified under date of May 25, 1927, covering the land known as Tract No. 11, Guilford Lake Park, situate in the township of Hanover, county of Columbiana and state of Ohio, and more particularly described as follows:

Beginning on the northerly line of said section No. 2, which line is also the northerly line of said Hanover township at a point S. 89° 54' E. 1387.32 feet from a stone set at the half section point in said line, thence S. 89° 54' E. along the said northerly line of said section No. 2, 406.70 feet to a stone; thence S. 18° 05' E. 287.65 feet to a stake; thence S. 3° 41' E. 297.05 feet to a stake; thence S. 41° 52' E. 277.10 feet to a stake; thence S. 36° 39' E. 217.00 feet to a stone in the easterly line of said grantors' land; thence S. 0° 10' E. along the easterly line of said grantors' land 899.60 feet to a stake; thence 0° 58' E. along said easterly line of said grantors' land 62.40 feet to a post at the southeast corner of said grantors' land; thence S. 86° 05' W. along the south line of said grantors' land 349.80 feet to a stake; thence N. 20° 46' W. 999.80 feet to a stake; thence N. 17° 56' W. 392.15 feet to a stake; thence N.

0° 26' W. 627.40 feet to the place of beginning in the northerly line of said section No. 2 and containing 23.73 acres of land be the same more or less.

This tract is part of a parcel of land containing 30 acres, owned by Martha A. Sanor, Margaret L. Campf, Harry D. Campf, S. U. Campf, and D. F. Campf, subject to the life estate of Lucina A. Gardner, situate in said township, county and state, covered by the abstract above noted.

Upon re-examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to said 23.73 acres in Martha A. Sanor, Margaret L. Campf, Harry G. Campf, S. U. Campf and D. F. Campf, subject to the life estate of Lucina A. Gardner, subject to the following:

1. A lease executed by Lucina Gardner to Clarence F. Byers, dated December 29, 1926, filed for record May 18, 1927, whereby Lucina Gardner leases the property under investigation for the term of three years from and after April 1, 1927, upon the following conditions: The option of three years additional lease; lessee to pay \$87.50 each three months from and after April 1, 1927, until the expiration of the lease, the first payment to be made July 1, 1927; lessee to have the right to remove all buildings and other improvements which shall have been erected on the premises; premises not to be underlet nor lease assigned nor shall spirituous, vinous or fermented liquor be sold thereon without the consent in writing of the first party, under the pain of forfeiting the residue of the term thereby granted, at the election of the lessor.

2. The June installment of the 1926 tax is still unpaid and a lien.

3. The 1927 taxes, amount yet undetermined, are now a lien.

4. The abstracter's certificate shows no examination made in the United States Court and that the examination was made in the name of record owners only, and only for the period during which each one respectively held title.

The encumbrance estimate submitted, numbered 3982, is dated December 22, 1926, bears the certification of the director of finance under date of December 23, 1926, and is made in favor of Lucina Gardner. In view of the fact that the title to the property is in Martha A. Sanor, Margaret L. Campf, Harry G. Campf, S. U. Campf and D. F. Campf, subject to the life estate of Lucina Gardner, and the proceedings to acquire this land has been addressed to all of these persons, as owners, and the compensation tendered by you has been accepted by them, the encumbrance estimate should correspond.

The blank form of deed submitted with the abstract and encumbrance estimate contains a description of the premises proposed to be conveyed and corresponds with the description attached to the encumbrance estimate. Since the deed is not further prepared or executed, this department can not pass upon the same.

I am herewith returning your file relating to Tract No. 11, including the abstract of title, encumbrance estimate and other papers.

Respectfully,

EDWARD C. TURNER,

Attorney General.