

Ohio. According to said certificate the title to said land is in the name of Anna Derksen, which is sufficient to enable her to convey said premises to the State upon the delivery of a proper deed, subject to the following incumbrances:

(1) In the deed of Edward Cunningham and wife dated April 28, 1923, granting said premises to Anna Derksen, the following clause appears after the description: "Excepting from the same all the minerals of whatever kinds with the right to remove the same."

(2) The taxes for the year 1924 are unpaid and constitute a lien.

Your attention is directed to the fact that before acceptance is made of the deed you should obtain the certificate of the Director of Finance to the effect that the funds are available for such purchase, which such certificate should accompany said certificate of title and deed when it is presented to the Auditor of State.

Said certificate of title is being returned herewith.

Respectfully,
C. C. CRABBE,
Attorney-General.

1776.

ABSTRACT, STATUS OF TITLE, 25.25 ACRES OF LAND SITUATED IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, September 22, 1924.

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

In re: Lands of Andrew Messer and Gemima (Windsor) Messer.

Dear Sir:—

You have submitted a certificate of title signed by William J. Meyer, of Portsmouth, Ohio, covering 25.25 acres of land situated in Nile Township, Scioto County, Ohio, and requested my opinion as to the status of title to such premises as disclosed thereby.

According to said certificate the title to the 16.50 acre tract is in the name of Andrew Messer and Gemima Messer, and the title to the 8.75 acre tract is in the name of Gemima Messer, free from encumbrances excepting the following:

(1) The taxes for the year 1924, which are unpaid and a lien;

(2) A mortgage granted January 22, 1921, by Andrew and Gemima Messer to D. N. Hopkins and John W. Snyder, to secure the payment of \$300.00 is unreleased of record and a lien.

(3) A mortgage granted by Gemima E. Windsor (now Messer) to John W. Snyder, Trustee, to secure the payment of \$100.00, is unreleased of record and a lien on the 8.75 acre tract.

(4) A mortgage granted by Gemima E. Windsor (now Messer) to D. N. Hopkins to secure the payment of \$75.00, is unreleased of record and a lien on the 8.75 acre tract.

(5) A mortgage granted by Gemima E. Windsor (now Messer) to William Cole to secure the payment of \$137.80, is unreleased of record and a lien on the 8.75 acre tract.

It is my opinion that the said Andrew and Gemima Messer have a sufficient title to enable them to convey the 16.50 acre tract to the State upon the delivery of a proper deed, provided the mortgage above referred to affecting the said premises is properly released of record. Further, it is my opinion that the said Gemima Messer has sufficient title to the 8.75 acre tract to enable her to convey the premises to the State upon delivery of a proper deed, providing that the mortgages above set forth are properly released of record before the acceptance of such deed.

Your attention is directed to the fact that before acceptance is made of the deed you should obtain the certificate of the Director of Finance to the effect that the funds are available for such purchase, which such certificate should accompany said certificate of title and deed when it is presented to the Auditor of State.

Said certificate of title is being returned herewith.

Respectfully,
C. C. CRABBE,
Attorney-General.

1777.

ABSTRACT, STATUS OF TITLE, 77.90 ACRES OF LAND SITUATED IN
NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, September 22, 1924.

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

In re: Lands of Mary Maynard.

Dear Sir:—

You have submitted a certificate of title signed by William J. Meyer, of Portsmouth, Ohio, covering 77.90 acres of land situated in Nile Township, Scioto County, Ohio, and requested my opinion as to the status of the title to such premises as disclosed thereby.

According to said certificate of title, the title to said land is in the name of Mary Maynard, free from incumbrances excepting the following:

- (1) The taxes for the year 1924 are unpaid and a lien.
- (2) A mortgage granted to the Portsmouth Banking Company April 26, 1920, to secure the payment of \$200.00, is unreleased of record and a lien.
- (3) A timber contract granted by Mary Maynard to Carl Bauer.

It is my opinion that the said Mary Maynard has sufficient title to enable her to convey the premises to the State upon the delivery of a proper deed. However, before any such deed is accepted and the warrant delivered in payment therefor, the mortgage and timber contract above referred to should be properly released of record.

Your attention is directed to the fact that before acceptance is made of the deed