

318.

APPROVAL, ABSTRACT OF TITLE TO LAND OF J. WESLEY TURNER,
IN HANOVER TOWNSHIP, ASHLAND COUNTY, OHIO.

COLUMBUS, OHIO, April 16, 1929.

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

DEAR SIR:—This is to acknowledge receipt of your communication of recent date, enclosing certain files of your office relating to the proposed purchase of a tract of eighty acres of land in Hanover township, Ashland County, Ohio, which is owned of record by one J. Wesley Turner, and is more particularly described as being the west half of the southwest quarter of Section 8, Township 19, Range 16. The title to this property was the subject of Opinion No. 37 of this department, directed to you under date of January 30, 1929. In this opinion exception was taken to the abstract of title submitted for the reason that the same did not set out the history of the title to said property prior to August 16, 1856. Since the foregoing opinion was written, information has been presented which quite affirmatively shows that J. Wesley Turner, the present record owner of said property, and his predecessors in title, have held open, visible, exclusive and adverse possession of said lands for such length of time that the exception noted, with respect to the absence from the abstract of any history of this title prior to 1856, can be safely waived.

I am of the opinion, therefore, that said J. Wesley Turner now has a good and merchantable fee simple title to the tract of land here under consideration, free and clear of all encumbrances whatsoever, except those noted in the abstract, as follows:

1. On August 1, 1916, said J. Wesley Turner, and his wife Charity Turner, executed and delivered to the Ohio Fuel Supply Company an oil and gas lease on the premises here in question. The abstract does not show the term of said lease. However, I am advised that a well of some kind has been drilled under authority of this lease and that the same is in operation. I assume from this fact that said lease is still in effect and is an encumbrance on said land.

2. The abstract further shows that under date of October 8, 1921, said J. Wesley Turner and wife executed and delivered to the Buckeye Pipe Line a lease granting and demising to said company the right to lay a pipe line in and across said land. This lease or easement is likewise an encumbrance on said lands. How said oil and gas lease and said pipe line easement, or things done under authority of the same, will effect your intended use of these premises is a matter for your determination. As to this, however, I assume you are purchasing these lands subject to said lease and to said easement.

The abstract states that the taxes are paid up to December, 1928. From this it may be inferred that the time said abstract was certified the taxes for the last half of the year 1928 were not paid, although they may have been paid in the meantime. In any event this question should be determined and some adjustment be made with respect to said taxes, if the same are not paid, before the transaction relating to the purchase of this property is closed.

With respect to the taxes for the year 1929, which became a lien on the day preceding the second Monday in April of this year, it will be noted that the deed of J. Wesley Turner and his wife to the State of Ohio was executed and delivered to you on or about the 24th day of October, 1928. In this situation I am of the opinion that, with respect to said 1929 taxes, this property, if purchased by the State of Ohio, should go on the tax exempt list as of the date of the delivery of said deed.

An examination of the warranty deed of said J. Wesley Turner to the State of

Ohio shows that the same has been properly executed by him, and by his wife Charity Turner, and that it is in form sufficient to convey to the State of Ohio a fee simple title to said lands and premises, free and clear of all encumbrances except the oil and gas lease and the pipe line easement, above referred to.

An examination of encumbrance estimate No. 4711 shows that the same has been properly executed and that there are sufficient balances in the proper appropriation account to pay the purchase price of these lands. It likewise appears from the files submitted that the purchase of this tract of land has been approved by the controlling board and that said lands have been appraised as required by law.

I am herewith returning to you all of the files submitted, as well as said abstract.

Respectfully,

GILBERT BETTMAN,
Attorney General.

319.

APPROVAL, SYNOPSIS OF PROPOSED CHIROPRACTIC BILL.

SYLLABUS:

Synopsis of proposed chiropractic bill approved.

COLUMBUS, OHIO, April 17, 1929.

HON. C. C. FALKENSTINE, *Field Manager, Ohio Chiropractic Society, Hotel Deshler, Columbus, Ohio.*

DEAR SIR:—You have submitted to me under date of April 11, 1929, for my certification under the provisions of Section 5179-29e of the General Code, a synopsis of a law to be proposed by supplementary initiative petition, said synopsis being in the following language:

“The proposed law creates The Ohio State Board of Chiropractic Examiners composed of five members appointed by the Governor; such initial appointees shall be made from chiropractors now holding a license to practice chiropractic in Ohio; sets standards for subsequent appointments and appointees, that no one may be appointed who does not practice chiropractic as hereinafter defined; gives dates upon which board shall hold regular meetings, and authorize certain routine duties and powers; sets standards of applicants and of chiropractic schools or colleges whose graduates desire to practice in Ohio; provides for an entrance examiner who shall determine the sufficiency of the preliminary education of applicants as defined in this act. It defines chiropractic as the science of locating, and adjusting by hand the subluxation of the articulations of the human spinal column for the purpose of removing the cause of disease, and specifically states what the spine is deemed to be, and further qualifies this definition. All licensees under this Act shall comply with the state laws regulating public health. It provides for examination by the board, for examination fees, and for license to practice; it prescribes a license fee and an annual renewal fee, licenses to be filed with county officers; it provides for reciprocity with any state or territory having like standards; it provides for an appeal to courts when license is revoked. All expenses incident to the proper functioning of board shall be paid out of a separate fund