

crepancies in the chain of title that they have been cured by prescription and that the state is safe in accepting the title in its present condition with respect to these items.

The mortgage set forth in item No. 10, page 12 of the Abstract, is not cancelled on the records. However, this mortgage was executed and delivered March 28, 1871, and in view of the affidavit of the present owners submitted herewith to the effect that no claim has ever been made upon them or upon their immediate predecessors in title, who was the father of the affiant, Dora Watters Odenkirk, and who obtained title and possession of said premises April 8, 1884, it is my opinion that said mortgage is barred by the statute of limitations, and that the state would be safe in accepting a deed without having this mortgage cancelled.

On page 14 of the Abstract are recitals with respect to certain reservations made by John Culbertson and Jane Culbertson during the life time of both or either of them. There is nothing in the Abstract to show whether or not these grantors or either of them are still living. However, the Affidavit submitted herewith and above referred to states that both are dead, so that the interest of these life tenants no longer exists. The Abstract shows that this property was deeded to John Waters April 8, 1864, item 12, page 15 of the Abstract, and was deeded away by John W. Watters, February 5, 1907, page 19, item No. 15 of the Abstract. The affidavit above referred to shows that the said John Waters and John W. Watters were one and the same person.

In view of the above explanations, I am of the opinion that said Abstract shows a good and merchantable title to said premises in said Della Watters Odenkirk and Israel G. Odenkirk.

A warranty deed from Della Watters Odenkirk and husband, Israel G. Odenkirk, is submitted herewith, and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

There is also submitted herewith an assignment of the grantors in said deed to the State of Ohio of an oil and gas lease now held by The Logan Gas Company, shown on pages 29 and 30 of the Abstract, items Nos. 25 and 26, and which the State of Ohio in its contract of purchase has agreed to assume.

Taxes for the year 1926, the amount of which is not set forth in the Abstract, are a lien. However, the grantors have agreed in their contract of sale to pay these. Their payment should be made a condition of the delivery of the voucher.

It also appears from a copy of minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,

C. C. CRABBE,

*Attorney General.*

3831.

ABSTRACT, STATUS OF TITLE TO 164.70 ACRES OF LAND IN EAST UNION TOWNSHIP, WAYNE COUNTY, OHIO, BEING THE SOUTH-EAST QUARTER OF SECTION 21, TOWNSHIP 16, RANGE 12, TO BE USED AS PART OF THE SITE FOR ADDITIONAL INSTITUTION FOR FEEBLE-MINDED IN NORTHERN OHIO.

COLUMBUS, OHIO, November 22, 1926.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted for my examination and approval, discloses the following:

The abstract as submitted was prepared by the Wayne County Abstract Company of Wooster, Ohio, and is certified under date of October 1, 1926, and pertains to 164.70 acres in East Union township, Wayne county, Ohio, to be used as a part of the site for an additional institution for the Feeble Minded in Northern Ohio, and which real estate is more particularly bounded and described as follows:

Situated in the township of East Union, county of Wayne, State of Ohio, known as the south-east quarter of section 21, township 16, range 12, containing 165.95 acres, excepting and reserving therefrom the right of way of The Cleveland, Zanesville and Cincinnati Railroad (now known as The Cleveland, Akron and Columbus Railroad) in the southeast corner of said quarter and also excepting and reserving all that part of said quarter laying south-east of said Cleveland, Akron and Columbus Railroad containing about one-third acre deeded by Smith Orr Jr. and wife to Ethan A. Brown April 9, 1864, which deed is recorded in Vol. 152, page 555 leaving 164.70 acres.

No patent deed is on record from the United States government for this quarter section. However, the abstracter has included a letter from the General Land Office indicating that a patent was issued to Emanuel Brown May 27, 1814. In the deed from Emanuel Brown, ex ux. to John E. Brown for said quarter section, page 6 of the Abstract, the recital is made that this is the "same lot of land which was granted to Emanuel Brown by the president of the United States by patent dated May 27, 1814."

The mortgage set forth in item No. 11, page 19 of the Abstract, is not cancelled on the records. However, the mortgagors had joined in a warranty deed conveying their interest in said premises to Lehman J. Smedley four years prior to the date of said mortgage, so that the mortgagors had nothing to convey with respect to these premises at the time of the execution and delivery of said mortgage. There is submitted with the Abstract the affidavit of Lehman J. Smedley in which he states that no claim has ever been made upon him by virtue of said mortgage and that he never heard of the same until his attention was called to it by a representative of the State of Ohio on November 10, 1926. Mr. Smedley has had title, and been in actual, open, notorious possession of said premises since November 1, 1907.

The abstracter raises a question as to whether or not there were two witnesses to the signature of David O. Orr as shown in item 12, page 23 of the Abstract. However, the original deed which is submitted herewith shows unquestionably that there is simply a mistake in numbering on the deed and that the two witnesses who witnessed the signature of Nancy C. Orr also witnessed the signature of David O. Orr. Moreover, David Orr signs and acknowledges in the state of Kansas, the laws of that state requiring only an acknowledgment before a notary public or other officer authorized by statute to take the same.

On page 26 of the Abstract, item No. 15, is an uncancelled oil and gas lease to The East Ohio Gas Company dated March 17, 1911. The affidavits of Lehman J. Smedley submitted herewith to the effect that no well was drilled under this lease; that no rentals were ever paid thereunder and that the lease was surrendered to him, and which he has lost, shows the conditions of said lease to have been violated by the lessees thus rendering the same null and void.

In view of the above explanations, I am of the opinion that said Abstract shows a good and merchantable title to said premises in said Lehman J. Smedley.

A warranty deed from Lehman J. Smedley, record owner of fee, and wife, Emma A. Smedley, and Vernon W. Smedley and wife, Clara F. Smedley, purchasers under an unrecorded land contract, is submitted herewith, and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

There is also submitted herewith an assignment of the grantors in said deed to the State of Ohio of an oil and gas lease now held by The Logan Gas Company, shown on pages 27 and 28 of the Abstract, items Nos. 16 and 17, and which the state in its contract of purchase has agreed to assume.

Taxes for the year 1926 amounting to \$208.36 are unpaid and a lien. However, the grantors have agreed in their contract of sale to pay these. Payment should be made a condition of the delivery of the voucher.

It also appears from a copy of minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

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3832.

APPROVAL, BONDS OF VILLAGE OF WILLÖWICK, LAKE COUNTY,  
\$81,967.65.

COLUMBUS, OHIO, November 19, 1926.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*

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3833.

APPROVAL, BONDS OF VILLAGE OF DOVER, CUYAHOGA COUNTY,  
\$3,775.00.

COLUMBUS, OHIO, November 19, 1926.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*