

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

land sale, said lands were thereafter sold as forfeited lands to said Alvin F. Cyfers. Pursuant to said sale the auditor of Scioto County, on June 17, 1916, executed and delivered to Alvin F. Cyfers a forfeited land sale deed for said lands. This deed is in all respects in proper form and, conformable to the then provisions of Section 5762, General Code, conveyed to said Alvin F. Cyfers prima facie a good and sufficient fee simple title to the land, free and clear of all encumbrances whatsoever. *Turney vs. Yoeman*, 14 Ohio, 207; *Woodward vs. Sloan*, 27 O. S. 592; *Heffern vs. Hack*, 65 O. S. 164; *Kahle vs. Nistoy*, 74 O. S. 328.

However, said deed is not conclusively valid; and said W. H. Scoles, or his successors in title, may show that the preliminary requirements of the statutes relating to delinquent and forfeited land sales have not been complied with and that the sale and deed to Alvin F. Cyfers, of and for said lands, was and is invalid. *Woodward vs. Sloan* and *Heffern vs. Slack*, supra. It has been held that a sale and deed of this kind are invalid if the land sold is not described upon the tax duplicate so that it can be identified with reasonable certainty from such description. Accordingly, it has been held, that a description of the land on the tax duplicate, as consisting of a given area out of a larger tract, without indicating out of what part of such larger tract it is taken, is insufficient. *Massie vs. Long*, 2 Ohio 287; *Perkins vs. Dibble*, 10 Ohio 434; *Winkler vs. Hagans*, 9 O. S. 599; *Humphries vs. Huffman*, 33 O. S. 395.

Looking to said deed executed by the auditor of Scioto County, Ohio, to Alvin F. Cyfers, as abstracted, it appears that at and prior to the time said lands were sold to Alvin F. Cyfers at forfeited land sale, the same stood on the tax duplicate of Scioto County in the name of Wm. H. Scoles, as "Lot No. 1, Ohio State University, containing 35 acres; valued at \$40.00." It seems clear from the authorities above cited that the description of said lands as carried on the tax duplicate of Scioto County, Ohio, was insufficient, and that by reason thereof the sale of said lands at forfeited land sale and the deed of the county auditor executed pursuant to said sale were and are invalid.

I am, therefore, required to disapprove the title of said Alvin F. Cyfers in and to the above described lands and I suggest that said Alvin F. Cyfers be required to obtain a quit claim deed for said lands from said William H. Scoles or from his successors in interest in said lands, as the case may be.

An examination of the warranty deed as submitted to me shows that the same is properly signed and otherwise properly executed and acknowledged by said Alvin F. Cyfers, and his wife Minnie Cyfers, and that the deed is in such form as to convey to the State of Ohio a fee simple title in and to said lands free and clear of all encumbrances whatsoever. Inasmuch as the title of Alvin F. Cyfers in and to said lands is disapproved, the deed tendered by him should not at this time be accepted.

There has been submitted to me encumbrance estimate No. 3388, relating to the purchase of the above described property. This encumbrance estimate is in proper form and shows that there are unencumbered balances in the appropriation account sufficient to pay the purchase price of this property. However, the same has not been signed by the Director of Finance and, of course, the same cannot be accepted by this department until such signature is secured. With said encumbrance estimate there is a copy of a certificate over the signature of the Secretary of the Controlling Board showing that the purchase of this property has been approved by said Controlling Board.

I am herewith returning to you said abstract of title, deed and encumbrance estimate.

Respectfully,
EDWARD C. TURNER,
Attorney General.