

liens and encumbrances except the undetermined taxes for the year 1928 which are a lien

I have examined said warranty deed and find the same to be properly signed by said Adah W. Simmons, and that the same is otherwise properly executed and acknowledged by her. The said deed is in form sufficient to convey to the State of Ohio a fee simple title in said lands free and clear of all encumbrances whatsoever.

With said abstract and deed there was submitted to me encumbrance estimate No. 3389 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 for said land.

However, I find that although said encumbrance estimate has been approved by the Director of the Department and has been signed by the Bursar, the same has not been signed by the Director of Finance who alone is authorized to certify that there are unencumbered balances legally appropriated sufficient to pay the purchase price of said property. Accordingly the proceedings relating to the purchase of this property are approved by this Department subject to the approval of said encumbrance estimate by the Director of Finance.

A copy of a certificate over the signature of the secretary of the Controlling Board shows that the purchase of said land has been approved by said Board.

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

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

2027.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF ALICE WEAVER, ET AL., IN HANOVER TOWNSHIP, ASHLAND, OHIO.

COLUMBUS, OHIO, April 28, 1928.

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

DEAR SIR:—You recently submitted to this department for examination and opinion an abstract of title covering the following described real estate situated in Hanover Township, Ashland County, Ohio, and standing in the name of Alice Weaver and others, heirs at law of Levi Zimmerman, deceased, who are the owners of record of said property, to-wit: being the East half of the southwest quarter; the West half of the southeast quarter, and the northeast quarter of the southeast quarter of Section 8, Township 19, Range 16, in said township and county and containing in all two hundred acres, more or less, but subject to all legal highways.

As a result of my examination of said abstract the following exceptions in the title to said land and premises are noted:

1. The abstract shows that on July 4, 1842, one Nathan Amsbaugh, then the owner of the northeast quarter of the southeast quarter of Section 7, Township 19, Range 16, conveyed the same by warranty deed to one Robert Foster. It appears from said abstract that thereafter on September 19, 1857, one Hiram Wheeler and Juliet Ann Wheeler executed to Daniel Willford and Catherine Willford a warranty deed, by which they assumed to convey to said Daniel and Catherine Willford said northeast quarter of the southeast quarter above mentioned.

There is nothing in the abstract to show how the title to said tract of land passed from Robert Foster to Hiram and Juliet Ann Wheeler.

2. The abstract at page 5e shows a warranty deed by Thomas Stringer and Harriett Stringer, under date of September 7, 1842, conveying to one George W. Butler, the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 8, Township 19, Range 16. It appears that thereafter on November 26, 1856, one Charles S. Fenton and Susan Fenton executed a warranty deed, conveying to Thomas J. Butler the above described land. However, the abstract fails to show how the title to said lands passed from George W. Butler to Charles S. Fenton and Susan Fenton.

3. By said abstract there is shown a deed by the United States under date of October 1, 1839, signed by the President, conveying to one Porter Hines the northeast quarter of the southwest quarter of Section 8, Township 19, Range 16. Nothing further is shown in said abstract relating to the history of the title to this tract of land until March 19, 1869, under which date there is shown a deed executed by Daniel Willford and Catherine Willford, to Levi Zimmerman, conveying to said Levi Zimmerman said northeast quarter of the southwest quarter of said Section 8, as well as the other lands here under investigation. As above noted there is nothing in said abstract to show how the title to said northeast quarter of the southwest quarter of Section 8 passed from Porter Hines to Daniel Willford and Catherine Willford.

It is suggested that this abstract of title be returned to the owners of the lands here under investigation, with the request that the title be corrected with respect to the matters above noted.

With said abstract there was submitted to me a deed whereby the heirs at law of Levi Zimmerman, deceased, have assumed to convey the above described lands and premises here under investigation to the State of Ohio. This deed is signed by one Arthur Zimmerman under an assumed power of attorney from the heirs of said Levi Zimmerman. Accompanying said deed is a power of attorney signed by each and all of the heirs of Levi Zimmerman and duly acknowledged by all of them. This power of attorney, however, does not pretend to authorize said Arthur L. Zimmerman to sell this or any other property of which said Levi Zimmerman died intestate, but only authorizes said Arthur L. Zimmerman to take charge of said lands and to control and manage the same.

The deed submitted is therefore disapproved for want of authority on the part of the attorney in fact to execute the same.

With said abstract and deed you submitted Encumbrance Estimate No. 3390, relating to the purchase of this property, as well as a communication from the Auditor of State, advising that the Board of Control had approved the purchase of this property. Inasmuch, however, as the purchase of this property upon the abstract and deed submitted is disapproved it is not necessary to express any opinion with respect to said encumbrance estimate or to other matters to which the files submitted relate.

I am herewith returning to you said abstract, deed, power of attorney, encumbrance estimate and communication from the Auditor of State above referred to.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*