

With the exception of said lease, mortgage and taxes, all of which are taken care of in the contract of sale, I am of the opinion that said Abstract shows a good and merchantable title to said 90.05 acres in said Daniel W. McClelland and Anna M. McClelland.

A warranty deed from Daniel W. McClelland and wife, Anna M. McClelland is submitted herewith and is in my opinion sufficient to convey the title to said premises to the State of Ohio.

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.

3848.

ABSTRACT, STATUS OF TITLE, TO 81.61 ACRES OF LAND IN EAST UNION TOWNSHIP, WAYNE COUNTY, TO BE USED AS A PART OF A SITE FOR AN ADDITIONAL INSTITUTION FOR THE FEEBLE MINDED IN NORTHERN OHIO.

COLUMBUS, OHIO, December 3, 1926.

RE: *John L. Amiet tract.*

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 first thirty-five pages of the abstract as submitted were prepared by G. W. Spangler and have been rechecked by the Wayne County Abstract Company and said abstract has been continued to September 13, 1926, by said The Wayne County Abstract Company, of Wooster, Ohio.

Said abstract relates to 81.61 acres of land in East Union Township, Wayne County, Ohio, to be used as a part of a site for an additional institution for the feeble minded in northern Ohio, which real estate is more particularly bounded and described as follows:

Situated in the township of East Union, county of Wayne and State of Ohio and known as a part of the southeast quarter of section number sixteen (16), township number sixteen (16), range twelve (12), bounded as follows, to-wit: commencing at the southeast corner thereof; thence west on the south line thereof 27 chains and 65 links; thence north parallel with the west line 17 chains and 50 links; thence north $80\frac{3}{4}$ deg. east 13 chains and 95 links; thence north parallel with the east line 21 chains and $37\frac{1}{2}$ links to the north line of said quarter; thence east on said north line 13 chains and 88 links to the northeast corner of said quarter; thence south on the east line 40 chains and 50 links to the place of beginning, containing 81 61-100 acres be the same more or less.

There are a number of minor discrepancies in the early history of the title. There is nothing to show why these premises were conveyed to the heirs of Andrew Miller or why his widow had dower therein as set forth on page 5. There is nothing to show whether the Jacob Miller named on page 5, the Jacob K. Miller named on page 6 and the Jacob Miller named on page 9 were one and the same person. There is nothing to show whether or not the Conrad Miller named on page 5, the Conrad Miller, Jr., named on page 7 and the Conrad Miller, Jr., named on page 9 were one and the same person. The abstract shows no conveyance for the interests of John Miller and Anna Barnara Miller named as grantees on page 5. Furthermore there is no conveyance showing a release of the dower interest of Catherine Miller, widow of Andrew Miller referred to on page 5. The abstract does not show whether or not the grantor, Mary Miller, shown on page 8, the grantor Jacob Miller shown on page 9 and the grantor, Jacob Miller named on page 26 were married at the time of the execution and delivery of the respective conveyances referred to. However, all of these items were prior to 1850 and the title seems regular from the conveyances to Eleanor Sturgis made in 1858 and 1862 and shown on pages 19 and 32 of the Abstract, so that I am of the opinion that these so-called defects may be disregarded.

The abstractor calls attention on page 38 to the fact that there was no administration of the estate of Eleanor Sturgis in the probate court of Wayne County, Ohio. However, I am of the opinion that the recitals in item 45 are sufficient to clear this item.

On page 39, item 44 is an uncancelled oil and gas lease executed and delivered to The Inter-State Oil Company, April 20, 1904. The affidavit of John L. Amiet submitted herewith to the effect that he has been the owner of and in possession of said premises since 1908 and that no rentals have been paid to him on said lease and that no claim or demand has been made of him by virtue thereof, shows the conditions of said lease to have been violated thus rendering the same null and void.

On page 41, item 53, is an uncancelled mortgage held by Mrs. Nettie Reichenbach, which Mr. and Mrs. Amiet, in their contract of sale agreed to pay and the payment of which should be made a condition of the delivery of the voucher.

There is submitted herewith an assignment of the oil and gas lease now held by The Logan Gas Company as set forth on pages 42 and 43, items 56 and 57, which lease the state in its contract of purchase agreed to assume.

Taxes for the year 1926 shown at page 43, item 58, the amount of which is undetermined, are unpaid and a lien. However, Mr. and Mrs. Amiet in their contract of sale have agreed to pay these taxes. Payment should of course be made a condition of the delivery of the voucher.

With the exception of said Logan lease, Reichenbach mortgage and the taxes, all of which are taken care of in the contract of sale, I am of the opinion that said abstract shows a good and merchantable title to said 81.61 acres in John L. Amiet.

A warranty deed from John L. Amiet and wife, Lucy E. Amiet is submitted herewith and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

It also appears from a copy of the 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.