

Mutual Insurance Company of Akron, Ohio, with my certificate of approval endorsed thereon as being in conformity with the law governing the organization of such companies.

Respectfully,
C. C. CRABBE,
Attorney General.

1595.

ABSTRACT, STATUS OF TITLE, THREE PARCELS OF LAND SITUATED
IN MUSKINGUM COUNTY, OHIO.

COLUMBUS, OHIO, June 30, 1924.

Department of Public Welfare, Columbus, Ohio.

Gentlemen:—

An examination of an abstract of title and a proposed deed submitted by your department to this office for examination and approval discloses the following:

The first 27 pages of the abstract under consideration was prepared by Perry Smith, Abstracter, under date of September 9, 1910, with a continuation thereto on June 25, 1924, by Arthur L. Rowe, Abstracter, and pertains to the following premises:

Situated in Clay Township, County of Muskingum, State of Ohio, and is known as being a part of Section 3, Township 14, Range 14, in three parcels, to-wit:

"First Parcel: Containing 8.31 acres of land and being the same real estate conveyed by George W. Gordon to The Roseville Brick and Terra Cotta Company by deed dated Jan. 9, 1893, and recorded in deed book 103, page 533 of the land records of Muskingum County, Ohio, to which reference is hereby made for a more complete description.

"Second Parcel: Containing about 10 acres of land and being the same real estate conveyed by J. W. Myers and wife to the Roseville Brick and Terra Cotta Co. by deed dated Dec. 31, 1891, and recorded in deed book 99, page 442 of the land records of Muskingum County, Ohio, to which record reference is hereby made for more complete description.

"Third Parcel: Being a tract of 24/100 acres more or less, being a part of the northwest quarter of section No. 3 and being the same premises deeded by the Atlas Brick Company to George W. Gordon and wife on the 19th day of October, 1910, which deed is recorded in Deed Book 155, page 451, in the deed records of Muskingum County, Ohio."

On examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises on this date in the Tri County Brick Company, an Ohio corporation, subject to the following:

Attention is first directed to Section 19 of the continuation of the abstract, which sets forth a warranty deed by The Roseville Paving Brick Company to The Tri County Brick Company under date of May 31, 1924, with the notation appearing that said deed was mailed for record from Columbus, Ohio, June 12, 1924. While I have no doubt the deed referred to has been duly received and properly filed for record, your department should first obtain definite information to that

effect before accepting and filing for record the proposed deed from The Tri County Brick Company. The proposed deed from The Tri County Brick Company would be of little value unless the deed from The Roseville Paving Brick Company to the Tri County Brick Company has been properly placed upon the records of Muskingum County.

Attention is also directed to the statement found in section 21 of the continuation of the foregoing abstract in which is incorporated the following statement with reference to foreign execution:

"The foreign execution docket has been misplaced or taken from the office of the sheriff. To the best of the knowledge of the clerk in said sheriff's office no foreign executions are pending against the Atlas Brick Co. or the Roseville Paving Brick Co."

Section 23 of the continuation contains the statement that the premises under consideration now stand in the name of The Tri County Brick Company. In view of this fact, as well as the deficiency concerning foreign executions, as evidenced by the above quoted language in continuation of the abstract, you are advised that in order that there may be no questions concerning foreign executions against either of the three above named companies, the abstracter should be required to make a careful search of the files of the sheriff's office of Muskingum County and to thereby ascertain positively that no foreign executions exist, and in this connection a further statement by the abstracter covering this situation should be supplied.

Attention is also directed to pages 15 and 16 of the original abstract, wherein is found the abstract of a deed by George W. Gordon and Amanda Gordon, his wife, to The Roseville Brick and Terra Cotta Company, conveying the first parcel above mentioned and wherein the grantors, George W. Gordon and Amanda Gordon reserve an easement over a strip of land 15 feet in width across the land therein conveyed.

Attention is also directed to a similar reservation found on page 11 in the abstract of a deed by the said George W. Gordon and Amanda Gordon, his wife, to George W. Myers. While the reservation of this easement over a strip of land 15 feet in width across the land described in parcels 1 and 2 has been disregarded in the later deeds, your attention is directed to same, with the suggestion that you satisfy yourself concerning this matter as to how much such easement or right of way may interfere with the use and enjoyment of the premises by the State of Ohio.

Attention is directed to section 22 of the continuation which indicates that no examination has been made in the United States District or Circuit courts or in any subdivision thereof, concerning liens, judgments or pending suits that might affect the title under consideration. However, if you are satisfied from other sources that the property under consideration has not been in litigation in any of the Federal courts, this may be disregarded.

Attention is directed to section 25 of the continuation of the abstract, which indicates that the taxes for the year 1923 have been paid, but that the taxes for the year 1924 are now a lien, but the amount is as yet undetermined.

Attention is directed to the proposed warranty deed which you have submitted with the abstract and which appears to be in proper form with the following exceptions: Attention is directed to the execution clause which should include, in addition to the language used a further statement to the effect that the within deed is being executed and delivered in pursuance of a proper resolution of the board of directors of The Tri County Brick Company, and it is further suggested that a transcript of the records of The Tri County Brick Company, setting forth the passage of such a resolution, be incorporated in the abstract. When this is done

and the deed has been properly executed by The Tri County Brick Company, it is believed the deed as submitted, subject to the above additions, will convey a fee simple title to the premises under consideration.

I note you have also submitted a proper incumbrance estimate bearing No. 8077, under date of June 11, 1924, to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price of the premises under consideration in the sum of \$35,000.

The abstract, deed and incumbrance estimate submitted by your department are being herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

1596.

ABSTRACT, STATUS OF TITLE, FOUR TRACTS OF LAND, SITUATE IN
PIKE COUNTY, OHIO.

COLUMBUS, OHIO, July 1, 1924.

HON. EDMUND SECREST, *State Forester, Ohio Agricultural Experiment Station,
Wooster, Ohio.*

Dear Sir:—

An examination of an abstract of title and a proposed deed submitted by your department to this office for examination and approval discloses the following:

The abstract under consideration was prepared by B. E. Crabtree and carries with it the certificate of the abstracter dated at Waverly, Ohio, May 23, 1924, and pertains to the following premises:

Real estate situate in the county of Pike, in the State of Ohio, and in the Township of Benton, the first tract being part of Survey 14800 and containing 238 acres and 36 poles more or less; the second tract being part of Surveys 14800 and 14391, containing 50 acres more or less; third tract being part of Survey 15638, containing 68 acres and 2 rods, more or less; the fourth tract being part of Survey 15708, containing 40 acres, more or less. The four tracts together contain 396 acres and 38 poles, more or less.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises on the date of the certificate of the abstracter in W. P. O'Brien and B. K. Stanfield, subject to the following:

The taxes for the last half of the year 1923, due and payable in June, 1924, are paid, but the taxes for the year 1924, the amount of which is as yet undetermined, are a lien and unpaid.

I also find some minor discrepancies and deficiencies in the chain of title in the early history of same, but owing to a considerable lapse of time, it is believed same may be disregarded.

Your attention is directed to the proposed deed which you have submitted, together with the abstract, and which it is believed is in proper form except that it is suggested that the consideration clause in the deed should contain the full cash