

forth, and taxes and assessments, if any, levied and assessed for the year 1927, which are not noted by the abstracter.

The deed is also approved and when delivered to the President and the Board of Trustees of Ohio University, grantee, it will convey a good title to said premises to the grantee.

The abstract and deed are herewith returned.

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

893.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN ROSS TOWNSHIP,  
JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, August 18, 1927.

HON. CHARLES V. TRUAX, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted for my opinion a form of deed and the abstract of title prepared by R. G. Porter of Steubenville, Ohio, up to and certified on June 1, 1927, on the following premises, standing in the names of Marcellus S. and Eva M. Dye, situate in the Township of Ross, County of Jefferson and State of Ohio, and bounded and described as follows:

“Beginning at the S. W. corner of Section 13, thence with Section line N. 2150 feet; thence N.  $62\frac{1}{2}^{\circ}$  E. 364 feet; thence S.  $4^{\circ}$  W. 754 feet; thence S.  $61\frac{1}{2}^{\circ}$  E. 580 feet; thence S.  $20\frac{1}{2}^{\circ}$  W. 300 feet; thence S.  $77\frac{1}{2}^{\circ}$  E. 379 feet; thence N.  $84\frac{1}{2}^{\circ}$  E. 719 feet; thence N.  $65\frac{1}{2}^{\circ}$  E. 840 feet; to the Shane Town Road; thence with road as follows, S, 221 feet; S.  $22^{\circ}$  W. 300 feet; S.  $2^{\circ}$  E. 250 feet; S.  $24^{\circ}$  E. 286 feet; S.  $7^{\circ}$  W. 366 feet to the Section line; thence with the Section line W. 2500 feet to the beginning, containing 74 acres.”

This parcel of land is a part of two tracts owned by the Dyes, containing 251 acres and 119.5 perches; and the abstract has been prepared presumably for the entire 251 acres and 119.5 perches.

Upon the showing made by the abstract of title as now prepared, the title cannot be approved for the following reasons:

1. There is a break in the claim of title from Henry Hanna in 1808 to John McElderry in July, 1924, when McElderry became possessed of 251 acres and 119.5 perches. In 1839, John McElderry transferred the land so acquired to Abraham Grafton; and the abstract contains nothing further concerning this land until 1858, when Isaiah Grafton and Hester Grafton, his wife, and Susannah Grafton transferred the same property to George W. Rex. The abstract says that a search of the indexes of the Probate Court and Recorder's office fails to disclose anything concerning this property in the periods mentioned. There might be some persons now living in the

neighborhood who can testify as to the manner in which McElderry, et al., obtained title as well as to how Isaiah Grafton, et al., obtained title.

2. In April 1902, Jonas B. Rex and wife transferred to Benjamin F. Dye that part of the 251 and a fraction acres lying west of the road from Shane Town to Richmond, and in February, 1907, Benjamin F. Dye and wife transferred the same property to Marcellus S. Dye and Eva M. Dye. In July, 1906, David M. Riggs and wife transferred to Marcellus S. Dye that part of the 251 and a fraction acres which lies east of the road from Shane Town to Richmond; but the abstract contains nothing to indicate how Riggs obtained his title to that part of the property which lies east of the road, and for that reason, upon the present showing, the title to this part cannot be approved.

However, I am of the opinion that the abstract does show a good and merchantable title to that part of the 251 and a fraction acres, which lies west of the road, in Marcellus S. Dye and Eva M. Dye, subject to the following encumbrances:

1. A mortgage to J. Bode for \$2,500.00, referred to in the deed from Benjamin F. Dye and wife to Marcellus S. Dye and Eva M. Dye, but not otherwise abstracted.

2. An oil and gas lease given by Jonas B. Rex, et al., to W. M. Calvert, October 3, 1899, one well to be completed within six months from the date of the lease. The lease is recorded in Lease Record No. 7, page 324, and is not released.

3. An oil and gas lease by Jonas B. Rex and wife to E. E. Francy, March 1, 1902. It is recorded in Lease Record No. 8, page 85 and required a well to be drilled within four months from the date of the lease or royalty to be paid.

4. An oil and gas lease by Jonas B. Rex, et al., to George L. Swickard May 25, 1904, recorded in Lease Record No. 11, page 595. The requirements of the lease are not stated in the abstract, but it is noted that the lease has been transferred to "The Swickard Oil Company," the present owners, and has not been released or cancelled.

5. An easement by Marcellus S. Dye to The Bergholz Telephone Company, granting to the Company, its successors and assigns, the right to erect poles, stretch wires and maintain its lines along the streets and highways adjoining the lands, or on the lands owned by the Grantor in Section 13 of Ross Township, with the right to re-enter the premises at any time and rebuild the line on the premises or repair the same, together with the right to trim any trees along the road, abutting the lands of the Grantor, or upon said lands, necessary to keep the wires clear eighteen inches, and the right to set the necessary guy or brace poles and attach to trees the necessary guy wires. This easement is dated November 11, 1922, and is recorded in Lease Record No. 19, page 289, of the Jefferson County Records.

6. A mortgage by Ephraim Morrison to Alexander Morrison November 19, 1859, to secure the payment of a note for \$100.00 of the same date. The abstractor should be requested to get an affidavit concerning the payment of this note or the release of the mortgage.

7. Taxes amounting to \$47.25 are noted as payable in 1927. This probably means the June, 1927, instalment.

8. The 1927 taxes, payable in December, 1927, and June, 1928, amount yet undetermined, are now a lien.

9. A road assessment for the improvement of the Richmond-Pravo Road, payable in thirteen instalments. It is noted that the first payment is to be made in

1927 and there is now due \$26.90. However, the entire assessment is a lien and should be stated.

The abstract does not show that any examination has been made in the United States Court, and states that an examination of the judgment indexes in the Clerk's and Sheriff's offices for judgment liens only goes back as far as 1910.

The form of deed submitted has not been executed, witnessed or acknowledged. The names of the grantors are said to be Marcellus S. Dye and Mary E. Dye, his wife. The abstract shows the title to be in Marcellus S. Dye and Eva M. Dye. The deed should recite that Eva M. Dye is one of the grantors and by her executed, unless there is an identity of persons which has not been explained in the abstract or in the deed. On account of the incompleteness of the abstract and the deficiency in the deed, I shall withhold any opinion respecting the deed until both the abstract and deed have been completed along the lines above indicated.

The abstract of title and form of deed are herewith returned.

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

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894.

APPROVAL, NOTE OF UPPER RURAL SCHOOL DISTRICT, LAWRENCE COUNTY, \$970.00.

COLUMBUS, OHIO, August 18, 1927.

*Retirement Board, State Teachers' Retirement System, Columbus, Ohio.*

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895.

APPROVAL, IMPROVEMENT BONDS OF THE VILLAGE OF NORTH OLMSTED, CUYAHOGA COUNTY, \$20,056.71.

COLUMBUS, OHIO, August 19, 1927.

*Industrial Commission of Ohio, Columbus, Ohio.*