

2. In view of what is said above, the answer to your second question must be in the affirmative, and I am of the opinion that the Board of Clemency is without authority to release a prisoner sentenced for an indeterminate sentence before the expiration of the minimum period of duration "of such sentence fixed by the trial court."

3. The answers to your first and second questions answer your third question.

In conclusion it is my opinion that :

1. Under the provisions of Section 2166, General Code, it is mandatory that the trial court when imposing sentences, except for treason, and murder in the first degree, fix a minimum period of duration of sentence within the limits prescribed by the statute fixing the penalty for such crime.

2. The Board of Clemency is without authority to release a prisoner under sentence to the Ohio penitentiary until he shall have served the minimum period of duration of such sentence fixed by the court under the provisions of Section 2166, General Code.

Respectfully,
EDWARD C. TURNER.
Attorney General.

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DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN HANOVER TOWNSHIP COLUMBIANA COUNTY, OHIO, GUILFORD LAKE PARK.

COLUMBUS, OHIO, March 5, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—I have examined the encumbrance estimate and abstract of title purporting to cover Tract No. 16, Guilford Lake Park, consisting of 48.26 acres, more or less, owned by Emerson H. Votaw and Ida B. Votaw, R. D. No. 4, Lisbon, Ohio. Tract No. 16 consists of two parcels, the first containing 6.32 acres, more or less, situate in the southeast quarter of Section 1, Hanover township, Columbiana county, Ohio, and the second containing 41.92 acres situate in the northeast quarter of Section 12.

The abstract as submitted covers only the 6.32 acre tract, no abstract being submitted as to the second parcel consisting of 41.92 acres. It was prepared by McMillan & Kelso, Abstracters, Lisbon, Ohio, under date of May 19, 1926, and recertified under date of December 24,——. The abstract as submitted pertains to the following premises, to wit: 6.32 acres situated in the southeast quarter of Section 1, Hanover township, Columbiana county, Ohio, and being more particularly described as follows:

"Parcel No. 1. Beginning on the southerly line of said Section No. 1, at a point where the center line of the north and south road running through said section intersects said south line of said Section No. 1; thence N. 0° 06' E. along said center line of said road 921.23 feet to a stake; thence S. 86° 45' E. 126.60 feet to a stone; thence S. 8° 41', E. 353.35 feet to an iron stake; thence S. 24° 37', E. 187.40 feet to a stake; thence S. 32° 54', E. 178.80 feet to a stake; thence S. 51° 52', E. 363.00 feet to an iron stake; thence S. 84° 29', E. 348.00 feet to a stone in the south line of said Section No. 1; thence N. 89°

54', W. along the south line of said section 999.90 feet to the place of beginning and containing 6.32 acres of land be the same more or less."

Upon examination of the abstract, I am of the opinion that same shows a good and merchantable title to said 6.32 acres in Emerson H. Votaw and Ida B. Votaw, subject to the following:

1. The abstract contains no record of the government patent, although attached thereto is a certificate of the Auditor of state showing that "the whole of the S. E. $\frac{1}{4}$ of Section 1, Township 16, Range 4, Columbiana county, Ohio, was patented to Moses Votaw on September 8, 1804." The first instrument shown in the abstract is a deed from Moses Votaw and Mary Votaw, his wife, to Moses Votaw, Junior, dated January 26, 1836. An abstracter's note on the abstract of this deed states "Find no earlier title." The Auditor's certificate shows the patent not contained in the abstract.

2. Page 13 of the abstract shows that L. M. Votaw, the then owner of the property, on April 10, 1911, gave an oil and gas lease to John Kaminsky. Clipped to this abstract of the lease is the original surrender and cancellation of this lease by said John Kaminsky. No endorsement is contained on this cancellation showing that the same has been recorded in the proper records of Columbiana county, and said instrument should therefor be left for recording.

3. The abstracter's certificate shows that taxes for 1926 are unpaid and a lien on said premises.

This certificate also shows "No examination made in U. S. Courts" and that examination was made in the name of record owners only and only for the period during which each one respectively held said title.

The encumbrance estimate submitted with the above abstract bears number 3986, is dated December 22, 1926, was prepared by the Department of Highways & Public Work, and directed to Emerson H. Votaw and Ida B. Votaw, R. F. D. No. 4, Lisbon, Ohio. It is duly certified by Wilber E. Baker, Director of Finance, under date of December 23, 1926. Since, however, this encumbrance estimate covers all of Tract No. 16, consisting of 48.24 acres as above stated, approval thereof is withheld until submission of an abstract covering the second parcel in Tract No. 16, which contains 41.92 acres.

No deed was submitted with the abstract and encumbrance estimate although a blank form of Ohio Warranty Deed containing a description of the premises proposed to be conveyed was transmitted. Since this deed has not been prepared and executed this department cannot pass upon the same.

I am herewith returning your file relating to Tract No. 16, including the abstract of title, the encumbrance estimate and the blank deed form.

Respectfully,
EDWARD C. TURNER.
Attorney General.

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APPROVAL, BONDS OF VILLAGE OF SOUTH EUCLID, CUYAHOGA COUNTY, OHIO—\$30,640.00.

COLUMBUS, OHIO, March 5, 1927.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.