

874.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN NILE TOWNSHIP,
SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, August 16, 1927.

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

DEAR SIR:—You have submitted an abstract of title last continued by Joseph W. Mitchell, abstracter, and by him certified under date of December 3, 1926, which is accompanied by the deed of David N. Hopkins and Verna L. Hopkins, his wife, for a part of Lot No. 6, O. S. U. lands in Nile Township, Scioto County, Ohio, more particularly described as follows:

"Beginning at a stone and small locust in line of Survey No. 15847, and N. E. corner to a part of said Lot No. 6 sold to Anthony Welch; thence with lines of Welch's land W. 118 poles to a stone on the E. side of a branch; thence N. 17° 40' W. 41 poles to an ash, hickory and poplar on the W. side of said branch; thence S. 55° 30' W. 62 poles to a stone, maple, hickory and small gum; thence N. 103 poles to a stake in the S. line of a tract of 106 acres sold to James C. Gleim; thence E. with Gleim's line and with the S. line of Henry J. Miller's 100 acres tract, 213 poles to a stake in the E. line of said Lot No. 6; thence S. 12° No. 115 poles to the beginning. Containing 104 acres, more or less."

After an examination of the abstract, it is my opinion that David N. Hopkins has a good and merchantable title to said premises, subject to the 1926 and 1927 taxes, neither of which have been certified as paid.

The deed recites that the purchase price is paid by the State of Ohio for use of the Agricultural Experiment Station, Division of Forestry; and in the granting clause it is recited that the conveyance is made to the State of Ohio for the use of the Agricultural Experiment Station, Division of Forestry; and the same is true of the habendum clause, with the addition that the habendum is for the proper use of the State of Ohio, etc., heirs and assigns forever instead of successors and assigns.

These words in the granting and habendum clauses limit the use to which the land to be conveyed is to be put by the State, and in case it became necessary for the state to sell this property at some future date the limitation in question would probably be a cloud upon the title.

The warranty clause is against all claims of all persons whomsoever, except the current tax for the year 1927, not yet computed or due, which the grantee assumes.

The deed was executed and acknowledged by David N. Hopkins and Verna L. Hopkins on the first day of May, 1927.

It is recommended that a new deed be drawn and executed, so that reference to the purchaser and grantee in the premises, in the granting clause and in the habendum clause be limited to the State of Ohio, its successors and assigns forever.

When the above corrections are made, the deed will, when properly executed and delivered, convey a good title to the State of Ohio.

The abstract and the deed are herewith returned.

Respectfully,

EDWARD C. TURNER,

Attorney General.