

I do not find any evidence of the consent and approval by the Controlling Board to this purchase.

It should be noted that the abstract of title only covers Lot No. 21, while the encumbrance estimate covers not only Lot No. 21 but also Fractional Lot No. 21.

The deed has been executed by Horace Bainum and Emma Bainum, and by them acknowledged under date of September 22, 1927. This deed only covers Lot No. 21; but in view of the fact that the encumbrance estimate also covers Fractional Lot No. 21, I call your attention to the fact that Fractional Lot No. 21 is not described in the granting clause of the deed. Otherwise, the deed is in proper form and will, if the title to both Inlot 21 and Fractional Lot 21 is shown to be in Horace Bainum and Fractional Lot No. 21 included in the description of the land to be conveyed, convey a good title to the State of Ohio for the premises sought to be purchased by the State of Ohio.

An abstract of title for Fractional Lot No. 21 should be prepared and sent to you for examination.

The abstract of title of Inlot No. 21, deed and encumbrance estimate are herewith returned.

Respectfully,
EDWARD C. TURNER,

Attorney General.

1151.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN THE VILLAGE OF
POINT PLEASANT, CLERMONT COUNTY, OHIO.

COLUMBUS, OHIO, October 14, 1927.

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

DEAR SIR:—You have submitted an abstract of title, certified under date of September 20, 1927, by N. G. Cover, abstracter, of Batavia, Ohio, which is accompanied by an encumbrance estimate and deed, all covering part of fractional Inlot No. 20, in the village of Point Pleasant, Clermont county, Ohio,

“Beginning at the northwest corner of the farmhouse owned by Mary A. Reed, and now owned by Edwin Morgan, of fractional Lot No. 20; thence in a westerly course fronting on Indian street 40 feet with the original line of said fractional Lot. No. 20 to a corner of a lot owned by John Cooper, but now owned by S. N. Galbreath; thence in a south course with the original line of said fractional Lot No. 20 and with said line of Cooper, now Galbreath, to the corner of Big Indian Creek; thence with the corner of said Cooper to the corner of said Mary A. Reed, now Morgan's lot; thence in a westerly course with the line of Mary A. Reed, now Morgan, to the beginning, being the same width in the rear as in the front,”

which property stands in the name of W. W. Shinkle.

An examination of the abstract of title discloses the following:

1. The property is a part of a survey in 1788 for Lawrence Butler in Military Warrant No. 199, but there is no patent of record to Lawrence Butler, and, in fact, there is no patent of record from the Government covering this land.

2. The abstract down to the deed of Daniel Armacost and wife to Ignatius Fachinelli in 1868 is a hodge-podge of data, and in no sense can it be considered an abstract; so that prior to the date just mentioned, the data furnished is valueless.

3. At page 22 of the abstract, the Common Pleas Court of Clermont county in the suit of Nicholas Rheinhardt, plaintiff, vs. Henry F. Rheinhardt, et al., defendants, by an order entering on the 15th day of May, 1893, directed the sheriff to convey Lot. No. 20 to Samuel Galbreath. No mention is made of fractional Lot. No. 20. At page 23 of the abstract, it appears that the sheriff deeded not only Lot. No. 20 but fractional Lot. No. 20 to Samuel N. Galbreath. The abstract should be referred to the abstracter for correction or further data respecting this order.

4. Samuel N. Galbreath and wife transferred the property by deed dated June 21, 1917, to J. B. Winspear. On the 21st day of January, 1924, Gertrude E. Winspear filed a suit in partition against Edith M. Winspear, reciting that her mother, Myrtle Winspear died on the 1st day of April, 1915, seized of the undivided two-twelfths of the land under consideration, and that her father John B. Winspear died on the 30th day of December, 1923, seized of the undivided ten-twelfths part of said real estate. There is nothing in the abstract, other than this allegation, to show how Myrtle Winspear obtained any title to the property in question. The abstracter at page 31 of the abstract, says that in his judgment Myrtle Winspear had no interest in fractional Lot No. 20, but further information is desired in respect to whether the records of Clermont county disclose any data in support of Gertrude E. Winspear's allegation of ownership by her mother.

5. A mortgage by S. M. Galbreath and wife to the Fridman Lumber Company, dated December 4, 1906, recorded in Vol. 62, page 186 of the Clermont county mortgage records, securing the payment of an indebtedness of \$1,060.00, is uncanceled.

6. The 1927 taxes, amount yet undetermined, are unpaid and a lien.

The encumbrance estimate is numbered 348, dated July 16, 1927, covers an appropriation from the U. S. Grant Memorial Commission Fund. It has been approved under date of July 20, 1927, by Herbert S. Briggs, state architect, and by G. F. Schlesinger, Director of Highways and Public Works under date of July 22, 1927. It has also been approved by the U. S. Grant Memorial Commission by Allen B. Nichols, chairman. The Director of Finance, under date of September 21, 1927, certifies that there are unencumbered balances legally appropriated, sufficient to pay the sum of \$100.00, the purchase price of the property.

There is no evidence of the consent and approval by the Controlling Board to the expenditure of the funds in question for the proposed purchase.

The deed submitted has been executed by Will W. Shinkle and Nellie Shinkle, his wife, and by them acknowledged before a notary public on the 22nd day of September, 1927. It is in proper form, and if it is established that W. W. Shinkle has a good title to the premises, it is my opinion that the deed is sufficient to convey said premises to the State of Ohio, when properly delivered.

The abstract of title, encumbrance estimate and deed are herewith returned.

Respectfully,
EDWARD C. TURNER,
Attorney General.