

tained with respect to the disposition of said judgment and if it appears that such proceedings have been had as makes said judgment a lien upon the property of the defendant, you should require said judgment to be paid before the warrant is issued for the payment of the purchase price of said property.

It appears further that taxes on said property for the year 1930, the amount of which is not stated in the abstract, are unpaid and are a lien upon the property. Subject to the exceptions above noted, said abstract of title is hereby approved.

Upon examination of the warranty deed tendered by said Lafayette Taylor and Volney S. Taylor, I find that said deed has been properly executed and acknowledged by them and by their respective wives, and that the form of said deed is such that the same conveys the above described property to the State of Ohio by fee simple title, free and clear of the respective dower rights and interests of the wives of said grantors and free and clear of all encumbrances whatsoever. Said deed is likewise herewith approved.

From an inspection of encumbrance estimate No. 796 which has been submitted as a part of the files relating to the purchase of the above described property the same appears to be properly executed and approved. It further appears from said encumbrance estimate that there is a sufficient unencumbered balance in the appropriation account to pay the purchase price of said property, which purchase price is the sum of \$1,430.00. It also appears from said encumbrance estimate that the money necessary to pay said purchase price was released by the Board of Control for said purpose by action of said board taken under date of September 15, 1930.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate No. 796 and other files relating to the purchase price of this property.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2892.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF LAFAYETTE TAYLOR
AND VOLNEY S. TAYLOR IN BRUSH CREEK TOWNSHIP, SCIOTO
COUNTY, OHIO.

COLUMBUS, OHIO, January 31, 1931.

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

DEAR SIR:—There was recently submitted to me for my examination and approval, an abstract of title, warranty deed, encumbrance estimate No. 797 and other files relating to the proposed purchase of a tract of land in Brush Creek Township, Scioto County, Ohio, which tract of land is owned of record by Lafayette Taylor and Volney S. Taylor as tenants in common, and which is more particularly described as follows:

“Beginning at a chestnut and gum, N. W. corner to Allen Latham’s survey No. 15761; thence running N. eighty one degrees (81) West, one hundred thirty-four rods (134) to two chestnut oaks from one root; thence South fifteen de-

grees (15) East fifty-eight rods (58) to a white oak, north east corner to a white oak, north east corner to John Hilt's land; thence with his line South five degrees (5) West one hundred fifteen rods (115) to two hickories on a south hillside; thence running East, crossing a ridge at sixty-five rods (65) one hundred twenty-three rods (123) to two sourwoods, a black oak, two white oaks and a stone; from which a chestnut oak 4 inches in diameter bears North fifty degrees (50) East three (3) links and three small white oaks bear North fifty-five degrees (55) West twenty-two links (22); thence North two degrees (2) East one hundred fifty-one and one-half rods (151½) to the beginning, containing 122 acres more or less."

Upon examination of the abstract of title submitted, I find that said Lafayette Taylor and Volney S. Taylor have a good record title to the above described tract of land, subject only to the exceptions here noted, as follows, to wit:

(1) On and prior to February 16, 1918, the above described tract of land was owned in fee simple by one Thomas Arnold, who, at that time resided on Rural Route No. 1, Otway, Ohio. Upon the date above indicated, Thomas Arnold conveyed said property by warranty deed to Frank H. Arnold, who in turn, conveyed this property to Lafayette Taylor and Volney S. Taylor, the present owners of the same.

The deed whereby this property was conveyed by Thomas Arnold to Frank H. Arnold, was not signed by any person other than said Thomas Arnold. There is nothing in the abstract to show whether at said time Thomas Arnold was married or unmarried. In this situation it is obvious that if said Thomas Arnold was married during any of the time that he was seized of the title to the property here in question, and his wife is still living, she would have an inchoate dower interest in this property, unless such interest has been barred in some manner recognized by the law. By reason of this defect in the abstract of title, I am unable to approve the same at this time, and it is suggested that the abstract of title be returned to the abstractor for further information with respect to the exception above noted; which information, when obtained, should of course be made a part of said abstract.

(2) In addition to the objection above mentioned, it is noted that there is a judgment against said Volney S. Taylor in the Municipal Court of Portsmouth, Ohio, for the sum of \$95.08. There is nothing in the abstract to show whether by transcript filed in the Common Pleas Court of Scioto County, this judgment has been made a lien upon the property of said Volney S. Taylor. Before this abstract is again returned to this office for consideration further information should be obtained with respect to the disposition of the judgment above referred to.

(3) From the abstract it appears that the taxes on said property for the year 1930, have not been paid, and such taxes, whatever the amount thereof may be, are a lien upon the property.

I am herewith returning said abstract of title for correction with respect to the objections above noted. When said abstract of title has been corrected in the manner above indicated the same should be again submitted to this office for examination and approval.

I am retaining in the files of this office the warranty deed, encumbrance estimate and other files relating to the purchase of the above described property.

Respectfully,

GILBERT BETTMAN,

Attorney General.