

Upon examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to said 34 acres in John S. and Lyde M. Umensetter, subject to the following:

1. An oil and gas lease by John S. Umensetter, et al., to C. H. Snyder, July 9, 1909, recorded in Vol. 13, page 456 of the Lease Records. The abstracter's notes concerning this lease are very meager. The abstract shows that some one is to complete a well within ninety (90) days and that the lease has not been cancelled. The cancellation of this lease can probably be secured and should be done, if possible.

2. An oil and gas lease by John S. Umensetter, et al., to P. H. Harris, September 29, 1910, recorded in Lease Record No. 14, page 336. The abstracter says that this lease has not been cancelled and the only noted requirement is that some one complete a well in four months.

3. The abstracter also notes that The Bergholz Telephone Company has a right of way across the land of John S. and Lyde M. Umensetter, but there is no record of the same in the lease or agreement record.

4. Taxes payable in June, 1927, in the sum of \$52.30.

5. Taxes for 1927, payable in December, 1927, and June, 1928, amount yet undetermined, are also a lien.

6. There is a road assessment for the improvement of the Richmond-Pravo Road payable in thirteen instalments, the first payment to be made in 1927, supposedly in the sum of \$15.67. The full amount of this assessment with interest, if any, should be ascertained.

The abstract does not show that any examination has been made in the United States Court and 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. However, the form is correct and when properly witnessed, executed and acknowledged will give a good title to the land under consideration.

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

Respectfully,

EDWARD C. TURNER,
Attorney General.

738.

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

COLUMBUS, OHIO, July 14, 1927.

HON. CHAS. 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 June 1, 1927, on the following premises, owned by William H. and Carrie L. Ramsey, situate in the Township of Salem, County of Jefferson and State of Ohio, and bounded and described as follows:

“Being a part of Section 18, Township 10 and Range 3, beginning at a point in the north boundary of the southwest quarter of said Section 18, said point being corner to Ramsey and Umensetter tract; thence with Town

Fork of Yellow as follows: N. $23\frac{1}{2}^{\circ}$ E. $44\frac{1}{2}$ feet; N. 28° E. 43 feet; N. 67° E. $115\frac{1}{2}$ feet; N. $101\frac{1}{4}^{\circ}$ E. $82\frac{1}{2}$ feet; N. 47° E. 33 feet; N. 72° E. 312 feet; N. 48° E. 142 feet; N. $47\frac{3}{4}^{\circ}$ E. 89 feet; N. 60° E. 57 feet; N. $65\frac{1}{2}^{\circ}$ E. $77\frac{1}{2}$ feet; N. 78° E. 183 feet; S. 69° E. 33 feet; N. $46\frac{1}{2}^{\circ}$ E. $49\frac{1}{2}$ feet; N. $73\frac{1}{4}^{\circ}$ E. 70 feet; thence S. 18° W. 766 feet; thence N. $82^{\circ} 30'$ W. 273 feet; thence S. 31° W. 959 feet, to Umensetter's line; thence N. 919 feet to the beginning, containing 22.3 acres, more or less."

Upon examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to said 22.3 acres in William H. Ramsey and Carrie L. Ramsey, subject to the following:

1. An easement given by A. L. Hendricks to The Bergholz Telephone Company on November 11, 1922, by which the grantor gave the grantee the right to erect poles, stretch wires and maintain its lines along the streets, roads or highways adjoining his land, in Salem Township, with the right to reenter the premises at any time and to rebuild said lines on said premises or repair the same, together with the right to trim any trees on the highways abutting the lands of the grantor, or upon the 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.

2. A mortgage by William H. and Carrie L. Ramsey to The National Exchange Bank & Trust Company, to secure the payment of a note of the grantors for \$4,000.00, dated December 15, 1925, and recorded in M. R. 105, page 169, Jefferson County, Ohio. The note carries interest at the rate of six per cent per annum, payable quarterly, and the note matured one year after date.

3. Taxes in the sum of \$67.57 are noted as due by the abstractor, but it is not stated for what period and when payable. It is assumed that these are the taxes payable in June, 1927. In addition, the 1927 taxes, payable in December, 1927, and June, 1928, are likewise a lien.

4. A road assessment of \$37.92, payable in thirteen instalments, is a lien. The first instalment is to be made in 1927. Apparently the amount stated to be due is only the 1927 instalment, and the entire assessment is probably much greater than the amount stated by the abstractor. The amount of the total assessment and each annual instalment should be ascertained.

The abstract shows that no examination has been made in the United States Court and 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 and acknowledged. However, the form is correct and when properly executed, witnessed and acknowledged will transfer a good title to the land under consideration.

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

Respectfully,

EDWARD C. TURNER,
Attorney General.

739.

**GRADE CROSSING—WHERE HIGHWAY WAS CONSTRUCTED AFTER
RAILROAD—EDWARDS-NORTON HIGHWAY BILL DISCUSSED.**

SYLLABUS:

1. *Where there exists a separated crossing which was not constructed under and in accordance with the provisions of Sections 8863, et seq., or Sections 6956-22, et seq., General*