

1459.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF FOREST E. ROBERTS IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, January 27, 1930.

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

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed and other files relating to a tract of one hundred acres of land in Mifflin Township, Pike County, Ohio, which is owned of record by one Forest E. Roberts, of which tract of land eighty-two acres thereof is stated to be in O. S. U. Lot No. 22 and eighteen acres thereof in Ohio Agricultural and Mechanical College Lot No. 181.

Upon an examination of the abstract of title submitted with respect to the tract of land here under investigation, I find that I am required to disapprove the title on the abstract submitted for the following reasons.

In the first place although the description of this tract of land set out in the caption to the abstract recites that eighty-two acres thereof is a part of O. S. U. Lot. No. 22, the abstract fails to show that more than twenty-seven acres of this lot ever passed out of the ownership of the board of trustees of Ohio State University.

As to this, it appears that on April 28, 1881, the board of trustees of Ohio State University conveyed to one Sylvester Turner twenty-seven acres out of said O. S. U. Lot No. 22, and that thereafter on July 6, 1899, Sylvester Turner conveyed thirteen and one-half acres of said twenty-seven acre tract to one Minerva J. Bennet, and, on the same day said Sylvester Turner conveyed thirteen and one-half acres out of this twenty-seven acre tract to one J. H. Turner.

Presumably the tracts of land obtained by Minerva J. Bennet and J. H. Turner respectively by these conveyances, were separate tracts of land, together making up the twenty-seven acre tract of land which said Sylvester Turner obtained from the board of trustees of Ohio State University. However, there is nothing in the abstract to show this fact.

As above noted, there is nothing in the abstract to show how the balance of said eighty-two acre tract of land in O. S. U. Lot No. 22 got into the chain of title that came down to said Forest E. Roberts.

Likewise, said abstract of title is defective in that there is nothing therein to show how the eighteen acres of the tract of land here under investigation, which is stated as being in Ohio Agricultural and Mechanical College Lot No. 181, ever passed from the ownership of the board of trustees of Ohio Agricultural and Mechanical College or the board of trustees of Ohio State University, into the chain of title by which the title of this property was carried to said Forest E. Roberts.

The abstract shows three mortgages which were apparently executed on parts of the tract of land here under investigation. The first of these mortgages is one executed by Sylvester Turner to Nichols and Shepard Company under date of November 15, 1895. This mortgage is not released of record. There is nothing in the abstract to show the maturity of the obligation or obligations secured by this mortgage and in the absence of facts in regard to this matter, there is nothing to show whether this mortgage is barred by the statute or not.

The same observations may be made with respect to a mortgage executed by Joseph H. Turner to Nichols and Shepard Company under date of May 18,

1895, which is not released of record, and also a mortgage by Isadora Turner and J. H. Turner to W. H. Carey under date of September 30, 1902, which does not appear to be released of record. It is probable that the statute of limitations has run against each and all of these mortgage obligations, but further information on this point is desired.

There are a number of other defects in the history of the title of the various tracts of land included within the larger tract of land here under investigation, but inasmuch as the above defects require my disapproval of the abstract, it is not deemed necessary to discuss the other objections noted by me on an examination of the abstract.

The other files submitted with this abstract are held pending the examination of the two other abstracts of title of lands owned of record by said Forest E. Roberts.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1460.

COUNTY BOARD OF EDUCATION—PAYMENT OF SPEAKER'S EXPENSES AT MEETING PROVIDED FOR BY SECTION 7706-1, GENERAL CODE, UNAUTHORIZED.

SYLLABUS:

A county board of education cannot legally pay from the county board of education fund the expense of procuring a speaker at a meeting such as is provided for by Section 7706-1, General Code.

COLUMBUS, OHIO, January 28, 1930.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This will acknowledge receipt of your request for my opinion in answer to the following question:

“Question: May the county board of education legally pay from the county board of education fund the expense of procuring a speaker at the meeting provided for in Section 7706-1 of the General Code?”

Section 4744-3a, General Code, reads as follows:

“The county board of education is authorized to pay for the printing of programs, examinations and other necessary printing supplies for the use of the county superintendent and the superintendents and teachers of the county school unit. The county board of education is authorized to pay the expenses of its educational meetings required by law.”

Section 7706-1, General Code, reads as follows:

“The county superintendent shall, as often as advisable, assemble the teachers, assistant county superintendent and the superintendents provided for under Section 4740, of the county school district for the purpose of