

3086.

APPROVAL, BONDS OF TRURO TOWNSHIP RURAL SCHOOL DISTRICT, FRANKLIN COUNTY, \$30,000, TO BUILD AND EQUIP SCHOOL HOUSE.

COLUMBUS, OHIO, May 11, 1922.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

3087.

APPROVAL, BONDS OF VILLAGE OF NEWCOMERSTOWN, \$20,000, FOR STREET IMPROVEMENTS.

COLUMBUS, OHIO, May 11, 1922.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio

3088.

DISAPPROVAL, BONDS OF QUINCY CONSOLIDATED SCHOOL DISTRICT, LOGAN COUNTY, \$50,000.

COLUMBUS, OHIO, May 11, 1922.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

3089.

APPROVAL, FINAL RESOLUTIONS FOR ROAD IMPROVEMENTS, PREBLE, MORGAN, PERRY, WAYNE, MEDINA, WASHINGTON, PORTAGE COUNTIES.

COLUMBUS, OHIO, May 13, 1922.

Department of Highways and Public Works, Division of Public Works, Columbus, Ohio.

3090.

STATUS OF TITLE, PREMISES SITUATED IN RICHLAND COUNTY, OHIO, PART OF SECTION 9, TOWNSHIP 21, RANGE 18.

COLUMBUS, OHIO, May 15, 1922.

HON. LEON C. HERRICK, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract, certified to by Wilbur O. Weir, Abstractor, Mansfield, Ohio, January 17, 1922, and requested my opinion relative

to the status of the title to the following described premises as disclosed by said abstract :

Situated in the State of Ohio and in the County of Richland, and being a part of the northeast quarter of Section 9, Township 21, Range 18, beginning at the southeast corner of said quarter section; thence running north on the section line forty-two (42) rods to a stake; thence west one hundred sixty (160) rods to the west line of said quarter section; thence south forty-two (42) rods to the southwest corner of said quarter section; thence east along the south boundary line of said quarter section one hundred sixty (160) rods to the place of beginning, containing forty-two (42) acres, more or less.

After careful examination of said abstract it is the opinion of this department that said abstract discloses a sufficient title to said premises to be in the name of Leile M. Jones and Besse L. Jones, free from encumbrances, excepting the taxes for the last half of the year 1921, amounting to \$26.55, which are a lien upon the premises. The taxes for the year 1922, which are undetermined and unpaid, are now a lien.

It is further noted that there is a lease upon said premises in favor of The Ohio State Reformatory which expires March 31, 1923. Under the terms of this lease the lessee agrees to pay to the lessors two hundred ten dollars (\$210.00) per annum. However, inasmuch as the lessors are now conveying said premises to the said lessee, if the said grantors warrant and defend the title to said premises, free from all encumbrances, this will perfect the title in the said lessee and defeat the right of the lessors to collect the rentals under the terms of the lease.

It perhaps should be further pointed out that the grantors obtained the title which was previously held by Dr. J. A. Jones, who died intestate. According to the affidavit for transfer of said premises to his heirs, shown on page 10 of the abstract, it appears that Frances Ida Jones was the widow of the said Dr. J. A. Jones. It nowhere appears whether or not the said widow is deceased. In the partition suit shown on pages 11 et seq. of the abstract, no mention is made of the said widow. Undoubtedly she was dead at the time of said partition proceedings. However, if she were living she would be entitled to her dower in said premises. In view of this situation, before accepting the conveyance of said premises you should definitely determine that the said Frances Ida Jones is now deceased.

You have further submitted a deed executed by Leile M. Jones, for herself, and for Besse L. Jones King under a power of attorney. However, since the submission of said deed another deed has been secured, executed by the said Besse L. Jones King, who was married after a power of attorney had been given to the said Leile M. Jones. It is my opinion that the two deeds are sufficient to convey the title of the said Leile M. Jones and Besse L. Jones King to the State when properly delivered.

You have further submitted Encumbrance Estimate No. 6207, which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in the sum of \$6,000.00 to cover the purchase of said premises.

The abstract, deeds, encumbrance estimate and other papers referring to this matter are enclosed herewith.

Respectfully,
JOHN G. PRICE,
Attorney-General.