

This office rendered an opinion, reported in Opinions, Attorney General, 1917, Vol. 1, page 289, with reference to this section of the General Code, and your attention is accordingly directed thereto.

The fact that the Legislature amended the first part of Section 8301 and did not change paragraph 10 thereof so as to include Lincoln's birthday is a clear indication that when the 12th day of February falls on Sunday the next succeeding secular or business day is not to be a holiday.

In view of the foregoing and answering your first question specifically, it is my opinion that the fact that February 12th, 1928, falls on Sunday does not require State Departments to observe Monday, February 13, 1928, as a holiday.

In answer to your second question your attention is directed to Section 5977, General Code, which, in so far as pertinent, provides:

"* * * The eleventh day of November shall be known as Armistice Day and is hereby declared to be a legal holiday."

If it had been the intention of the Legislature that, when Armistice Day fell on the first day of the week, known as Sunday, the next succeeding secular or business day should be a holiday, it would have been so expressed.

It is therefore my opinion that the fact that November 11th, 1928, falls on Sunday does not require State Departments to observe Monday, November 12th, 1928, as a holiday.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1695.

APPROVAL, BONDS OF GRANDVIEW EXEMPTED VILLAGE SCHOOL DISTRICT, FRANKLIN COUNTY—\$25,000.00.

COLUMBUS, OHIO, February 9, 1928.

Industrial Commission of Ohio, Columbus, Ohio.

1696.

DISAPPROVAL, ABSTRACT OF TITLE (RETURNED FOR CORRECTION) TO LAND OF SOLOMON KLINE AND RACHEL C. KLINE, IN LAUREL TOWNSHIP, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, February 9, 1928.

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

DEAR SIR:—There has been submitted to this department for examination an abstract of title with respect to certain lands situated in Laurel Township, Hocking County, Ohio, and more particularly described as follows:

"Being a part of the southwest quarter of the northeast quarter of Section No. 30, Township 12, Range 18.

Beginning at the northwest corner of said lot; thence south 1.00 chains; thence south 4961.24 chains; thence south $77\frac{1}{2}$ east 283 chains; thence south and east 1.22 chains; thence south 7 west 1.16 chains; thence $11\frac{1}{2}$ west 1.64 chains; thence south 2 west 5.95 chains; thence south $44\frac{1}{2}$ west 250 chains; thence south 27 west 2.09 chains; thence $3\frac{1}{2}$ west 3.50 chains to the south line of said lot 29 links east of the southwest corner of said lot; thence east 20.05 chains to southeast corner; thence north 19.87 chains to northeast corner; thence west 20.94 chains to beginning containing 36.55 acres.

Also the following described real estate situate in Hocking County, Ohio, in Laurel Township to-wit:

The southeast quarter of the northeast quarter of Sections 30. Township 12, Range 18, containing 40 acres more or less.

Being the northeast quarter of the southeast quarter of Section twenty-five (25) Township twelve (12) Range nineteen (19) containing forty acres more or less. Also thirteen acres of the same, described as follows:

Being a part of the northwest quarter of the southeast quarter of same section, township, and range, commencing at the northeast corner of said lot; thence west 26 rods to a stake; thence south 80 rods to a white oak sapling; thence 26 rods to the southeast corner of said lot; thence north 80 rods on the line of said lot to the place of beginning.

Also a tract containing one acre, commencing at the northeast corner of the southeast quarter of Section, Township, and Range as above mentioned; thence south 2 rods; thence west 80 rods; thence north 2 rods; thence 80 rods to place of beginning.

And also the southeast quarter of the northwest quarter of Section 31, Township 12, Range 18, containing forty (40) acres more or less.

The east half of the southwest quarter of Section 30, Township 12, Range 18 and the northwest quarter of the southwest quarter of said Section 30.

And also a part of the southwest quarter of the southeast quarter of Section 30, same Township and Range, beginning at the southeast corner of the southwest quarter of said Section; thence east to the County road; thence north along said road to the north and south line of said land; thence west to the northwest corner of said lot; thence with the line of said land to the place of beginning, containing one-half acre more or less, containing in all one hundred and twenty-one (121) acres more or less."

An examination of this abstract discloses an apparent fee simple title in the above described premises in Solomon Kline subject to the inchoate right of dower of his wife, Rachel C. Kline, and subject further to the following exceptions noted in tracing the history of the title of the premises under investigation:

1. At page 147 of the abstract there is noted a warranty deed under date of April 4, 1892, by Allison Collison to Solomon Kline, purporting to convey certain lands by metes and bounds out of the southwest quarter of the northeast quarter of Section 30, Township 12, Range 18, amounting to 36-55/100 acres. Apparently the description of the land conveyed by this deed calls for more land than said Allison Collison at said time owned in the southwest quarter; inasmuch as it covers a part of a strip of 17 rods off of the west side of said southwest quarter of the northeast quarter of Section 30, which strip at the time was owned and held of record by one James J. Paxton.

2. At page 86 of the abstract it appears that the southeast quarter of the southeast quarter of Section 25, Township 12, Range 19, came to one Joseph Siddon by a patent from the President of the United States under date of June 25, 1841. At page 88 of the abstract there is shown a deed by one James Armstrong and wife under date of October 23, 1849, conveying said lands to one Joel Molsberry. There is nothing whatever in the abstract to show how the title to said lands passed from Joseph Siddon to James Armstrong.

3. From the abstract at page 90 thereof, it appears that under date of April 16, 1864, Peter Wynkoop and wife deeded to Thomas Wilkins a small tract of one acre out of the northeast corner of the southeast quarter of the southeast quarter of Section 25, Township 12, Range 19. At page 91 of the abstract appears a warranty deed by one Mary Wilkins under date of October 29, 1879, purporting to convey said premises to Lucinda Kemper. There is nothing in the abstract to show how the title to said premises came from Thomas Wilkins to Mary Wilkins.

4. The abstract at page 80 thereof, shows a warranty deed under date of April 10, 1895, from Elias and Ruth Calvert to one Mary M. Kelch purporting to convey the southwest quarter of the southeast quarter of Section 30, Township 12, Range 18

“except therefrom a small tract of about $\frac{1}{4}$ an acre off the southwest corner of said premises being cut off by a county road leading to the rockhouse. And heretofore sold to Jacob Calvert.”

The small tract of land described in the above quoted language found in this deed is a part of the premises under investigation; and aside from said recital there is nothing in the abstract that I have been able to find which indicates how the title to this one-quarter acre of land passed to Jacob Calvert.

5. It is shown by said abstract at page 9 thereof, that the northwest quarter of the southwest quarter of Section 30, Township 12, Range 19 came by patent to one John Klaen, apparently under date of August 1, 1894. Under date of April 26, 1854, we find that John *Kline* and wife conveyed said lands to one Abram Whetsel. Nothing further is shown with respect to the title to said lands until April 1, 1868, when one George W. Allison and wife executed a deed for said lands to one Jacob Calvert. I am unable to find anything in the abstract which shows how the title to said lands passed from Whetsel to Allison.

6. In said above mentioned deed from George W. Allison to Jacob Calvert the lands conveyed are described as being the northwest quarter of the southwest quarter of Section 30, Township 12, Range 18, containing 39-7/100 acres,

“except one (1) acre off the north end of said lot sold to Peter Wynkoop.”

I have not been able to find in said abstract any mention of a deed conveying this one acre to Peter Wynkoop, and I am not able to trace the subsequent history of the title to said one acre parcel.

7. At page 25 of the abstract there is shown a deed under date of April 1, 1861, from Christian Masters and wife, to Greenberry Paxton, purporting to convey the southeast quarter of the northwest quarter of Section 30, Township 12, Range 18, containing 37 acres more or less; also a strip of 17 rods in width running the whole length of the west half of the northeast quarter of Section 30, Township 12, Range 18. I find that under date of March 10, 1857, one John G. Binder conveyed to Christopher Meister, the west half of the northeast quarter of Section 30, Township 12, Range 18, containing 74-14/100 acres; and also the southeast quarter of the

northeast quarter of Section 30, Township 12, Range 18, containing 37 acres more or less. However, the abstract does not show how Christopher Meister or *Christian Masters* obtained title to the southeast quarter of the *northwest* quarter of said section.

8. The abstract shows that said Solomon Kline the present owner of record of the premises under investigation was married to one Ella S. Kline. The abstract does not show whether said Ella S. Kline is now living, or that her inchoate right of dower in lands under investigation has been barred or otherwise disposed of.

9. As late as the year 1922, it appears that said Solomon Kline was intermarried with one A. C. Kline. The abstract does not show whether this person is now living, or that her then inchoate right of dower has since been barred or otherwise disposed of.

10. In addition to the above, it appears that during the last twenty years Solomon Kline has executed a number of oil and gas leases covering practically all of the premises here under investigation. The abstracter notes that some of these leases, although not released of record, have terminated by expiration of time. Some of them, however, are now in full force and effect. Before the proposed purchase of the premises under investigation is closed, a careful check on the status of said oil and gas leases should be made in order to determine fully and conclusively the oil and gas leases on said premises that are now outstanding.

11. The abstract shows unpaid taxes for the year 1927 in the sum of \$29.16, which are a lien on said premises.

It will be noted from the foregoing that I am not disapproving the title to the lands here under investigation. My only purpose is to call attention to some apparent defects in the record title to the lands under investigation, or parts thereof, apparent upon a consideration of the abstract submitted. These defects should, as far as possible, be corrected by further information to be inserted in the abstract as a part thereof. I am, therefore, returning this abstract to you to the end that you may pass the same on to Mr. Kline for correction.

No deed, encumbrance estimate, plat or other files accompanied the abstract on its submission to this department. I suggest that when the abstract is again transmitted to me these other instruments and files be presented for my inspection.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1697.

APPROVAL, FINAL RESOLUTION ON ROAD IMPROVEMENTS IN
SENECA COUNTY, OHIO.

COLUMBUS, OHIO, February 11, 1928.

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