

3865.

ABSTRACT, STATUS OF TITLE, TO LAND IN EAST UNION TOWNSHIP,
WAYNE COUNTY, OHIO, TO BE USED AS PART OF SITE FOR ADDI-
TIONAL INSTITUTION FOR FEEBLE-MINDED IN NORTHERN
OHIO.

COLUMBUS, OHIO, December 8, 1926.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted for my examination and approval, discloses the following:

The abstract as submitted was prepared by the Wayne County Abstract Company of Wooster, Ohio, and is certified under date of September 27, 1926, and pertains to 90.09 acres in East Union township, Wayne county, Ohio, to be used as a part of the site for an additional institution for the Feeble-Minded in Northern Ohio, and which real estate is more particularly bounded and described as follows:

Known as being the south part of the southwest quarter of section 21, and the north central part of the northwest quarter of section 28, township 16, range 12, (East Union township) Wayne county, Ohio, bounded as follows:

Beginning at a stone monument at the southeast corner of the southwest quarter of said section 21; thence north three degrees (3°) and twenty-nine minutes (29') east and along the east line of said quarter a distance twenty-two (22) chains and thirteen and one-half (13½) links to an iron-pipe monument; thence north eighty-seven (87°) west and parallel with the north line of said quarter a distance of forty-one (41) chains, forty-one (41) links (passing exactly 200 lineal feet north of the northeast corner of main barn) to an iron pin and brick monument on the west line of said section 21, which point is seventeen (17) chains and ninety-four and one-half (94½) links south from a stone and brick monument at the northwest corner of said quarter; thence south four degrees (4°) and six minutes (6') west and along the west line of section 21 a distance of nineteen (19) chains and twenty-two and one-half (22½) links to a point on wooden bridge, said point being three (3) chains north of a stone monument at the southwest corner of section 21; thence south eighty-six (86°) degrees and seventeen minutes (17') east and along the north line of land now owned and occupied by Mrs. Bixler a distance of six (6) chains and seventy and two-thirds (70 2-3) links to an iron pipe monument; thence south two degrees (2°) and fifty-two minutes (52') west and at right angles to the south line of said section a distance of no (0) chains and seventy-five (75) links to an iron pipe monument at the northwest corner of a cemetery; thence south eighty-seven (87°) and eight (8') minutes east and parallel with the south line of said section a distance of four (4) chains and eighty-seven (87) links to an iron pipe monument at the northeast corner of said cemetery; thence south two (2°) degrees and fifty-two (52') minutes west and at right angles to the south line of said section a distance of one (1) chain and seven (7) links to an iron pipe monument from which a locust tree 20 inches in diameter bears north forty and one-fourth (40¼°) degrees west nine and three-fourth (9¾) links; thence north eighty-seven (87°) degrees and eight (8) minutes west and parallel with the south line of said section a distance of one (1) chain and sixteen (16) links to an iron pipe monument; thence south two (2°) and fifty-two (52') minutes west and at right angles to the south line of said section a distance of one (1)

chain and eight (8) links to a point on the line between sections 21 and 28, which point is ten (10) chains and forty-eight (48) links east of the southwest corner of section 21; thence continuing south two (2°) degrees and fifty-two minutes west and at right angles to the line between sections 21 and 28 and into the northwest quarter of section 28, a distance of one (1) chain and ninety-two (92) links to a point in the street or road from which point a maple tree 28 inches in diameter bears north four (4°) degrees and fifteen (15') minutes east sixty-three (63) links; thence north eighty-one (81°) and twenty-two (22') minutes east and along said road or street a distance of nine (9) chains and sixty-one (61) links to an iron pipe monument on the line between sections 21 and 28; thence south eighty-seven (87°) degrees and eight (8') minutes east along the section line a distance of twenty-one (21) chains and seventy-six and one-third (76 1-3) links to the place of beginning, containing in all ninety and nine hundredths, (90.09) acres of land of which amount ninety hundredths (0.90) of an acre is located in the north central part of the northwest quarter of section 28 and eighty nine and nineteen hundredths (89.19) acres is located in the southwest quarter of section 21. Of the 89.19 acre tract of land, 2.60 acres are in the corporation of Apple Creek and known as out-lot No. 9.

The above description was drawn by H. U. Mowery from a survey made of said property on October 27 and 28, 1922, and said survey is recorded in Vol. "H" of the Wayne County Survey Records.

There are a number of minor discrepancies in the early history of the title. No mention of coverture is made and dower, if any, is not released in the deed shown on page 7, which however, was executed one hundred and ten years ago so that this may be disregarded. The partition made on page 12 was subject to the dower of Tecy Cheyney as shown on page 19, and there is nothing in the abstract to show that said Tecy Cheyney ever released dower. However, her dower right vested in 1828 so that she has no doubt long since been dead. There is no deed from Theophilus Philips or to John Stenger for tract 9 of the partition, known as the original purchase, attention to which is called by the abstracter on page 27, but which missing conveyance or conveyances, if any, were made prior to 1848. The description on page 30 erroneously located this property in the south-east quarter of section 21, instead of the southwest quarter of section 21, though the description taken as a whole shows the intention of the parties. There is no deed from George Brown, who took title to a part of captioned premises by deeds shown on pages 36 and 38 of the Abstract and no deed to James Miller, who conveys a portion of said premises as shown on page 40, though the recital at the end of the description indicates that a deed was executed by said George Brown to said James Miller. Neither is there a deed from said George Brown or to John Biggs for another portion of said premises, though the recital in the deed shown on page 54 shows that conveyances were no doubt executed which were not recorded. As all of these matters were prior to 1858, most of them being earlier, I am of the opinion that they may be disregarded.

On page 67 is an uncancelled oil and gas lease held by The Inter-State Oil Company. However, the affidavit of Frank E. Langell submitted herewith to the effect that no rentals have been paid him thereon and that no claim or demand has been made on him by virtue of said lease, shows the conditions thereof to have been violated by the lessee, thus rendering said lease null and void.

There is also submitted herewith an assignment of the oil and gas lease now held by The Logan Gas Company and shown on page 91 of the Abstract, which lease the state in its contract of purchase agreed to assume.

The most serious question with respect to this title is raised by the will of Parmelia S. Grant shown on page 80, which gives this property to Jennie D. Jameson during life with the remainder over to her children at her death. Mrs. Jameson now has two children, who joined in the conveyance to the Langells as shown on page 98 of the Abstract. Should Mrs. Jameson have any more children and should they survive her, they would of course have an interest in this property. However, the affidavit shown on page 95, the original of which is also submitted herewith, shows that Mrs. Jameson is now fifty-three years of age, and that she is and has been a widow since June 18, 1914. Furthermore the affidavit shows that a portion of the purchase money derived from the sale to Langell was used to pay indebtedness of the estate of Parmelia S. Grant, so that there is a possibility of subrogation in this regard. Furthermore, the deed to the state from Frank E. and Nellie M. Langell is a warranty deed and these grantors, at the present time at least, are responsible. Everything considered, I do not think there is any great danger of a defeat in title in this regard.

Taxes for the year 1926, the amount of which is not set forth either in the Abstract or in the certificate enclosed, are a lien. However, Mr. and Mrs. Langell in their contract of sale have agreed to pay these taxes. Payment should of course be made a condition of the delivery of the voucher.

A warranty deed from Frank E. Langell and wife, Nellie M. Langell to the State of Ohio is submitted herewith.

It appears from a copy of the minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this Abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

3866.

BOND ISSUES SUBMITTED TO VOTE OF THE PEOPLE MUST CARRY
BY A FIFTY-FIVE PER CENT VOTE.

SYLLABUS:

Bond issues submitted to a vote of the people must carry by a fifty-five percent vote to authorize the issuing of the bonds.

COLUMBUS, OHIO, December 8, 1926.

HON. GEORGE A. MEEKISON, *Prosecuting Attorney, Napoleon, Ohio.*

DEAR SIR:—I am in receipt of your communication as follows:

“At the general election held November 2, 1926, the Board of Education of Flatrock township, Henry county, Ohio, submitted the question of an issue of bonds in the sum of \$68,000.00 to the electorate of said township for the purpose of obtaining funds to enlarge and repair a township high school.

Two hundred and twenty-two persons voted in the affirmative and one hundred and eighty-five persons voted in the negative. 54.54 per cent of those voting voted in favor of the bond issue.