

3876.

APPROVAL, BONDS OF VILLAGE OF SOUTH EUCLID, CUYAHOGA COUNTY, \$33,210.00.

COLUMBUS, OHIO, December 9, 1926.

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

3877.

APPROVAL, BONDS OF CITY OF NEW PHILADELPHIA, TUSCARAWAS COUNTY, \$20,000.00.

COLUMBUS, OHIO, December 9, 1926.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3878.

APPROVAL, BONDS OF VILLAGE OF NEWCOMERSTOWN, TUSCARAWAS COUNTY, \$15,161.47.

COLUMBUS, OHIO, December 9, 1926.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3879.

ABSTRACT, STATUS OF TITLE TO 30.81 ACRES OF LAND IN EAST UNION TOWNSHIP, WAYNE COUNTY, OHIO, TO BE USED AS PART OF SITE FOR ADDITIONAL INSTITUTION FOR FEEBLE MINDED IN NORTHERN OHIO—(SABINA BARNHART TRACT.)

COLUMBUS, OHIO, December 10, 1926.

Re: Abstract of Title of Sabina Barnhart Tract.

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 13, 1926, and pertains to 30.81 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 in the caption of the abstract to which this opinion is attached.

There are a number of minor discrepancies in the early history of the title. There is nothing to show whether or not the Jacob Franks named as the grantee on pages 4 and 5 is the same person as the grantor, Jacob M. Franks on page 6. Neither is there anything in the abstract to show why Jacob M. Franks should deed to the heirs of Andrew Miller or why Catherine Miller, the widow of Andrew Miller, should have dower in these premises. There are no deeds set forth conveying the interests of Anna Barbara Miller or of said Catherine Miller, who are shown on page 6 to have had an interest in said premises. There is nothing to show whether or not the Conrad Miller named on pages 6, 12 and 17 is the same person as Conrad Miller, Jr., named on pages 13, 14 and 16. Furthermore the deed from George S. Franks shown on page 14 is dated February 12, 1850, and was, therefore, executed prior to the deed to him shown on page 11, which is dated March 20, 1850, so that the former deed would not have conveyed the interest which he later obtained. There is nothing to show whether or not the grantors in the deeds shown on pages 9 and 16 were married and if so, dower, if any, was not released. However, all of these items are prior to 1854, and I am of the opinion that they may be disregarded.

The marital status of John Keslar is not stated in the conveyances set forth on pages 24 and 27. However, the affidavit of his son, Johnson Keslar, submitted herewith, shows that said John Keslar was a widower and unmarried at the date of both of said conveyances.

The most serious question with respect to this title is raised by the will of Michael Mowery shown on page 29 which authorizes his executor to purchase real estate for said Sabina Barnhart, the title to which should be held in trust by her during her life with the remainder over to the heirs of her body. These conditions are incorporated in the deed to said Sabina Barnhart shown on page 27. The affidavit of Aurelian D. Reed submitted herewith shows that said Sabina Barnhart is now eighty-two years old and that she has but two children, one of whom has two children and the other of whom has three children all of whom are of legal age. The two children of Sabina Barnhart join in the deed from her to the State of Ohio. A separate quit-claim deed has been obtained from all of her grandchildren which is herewith enclosed. Furthermore a contract of indemnity signed by Mrs. Barnhart and her children is likewise submitted herewith. In view of the enclosures, everything considered, I do not think there is any great danger of a defeat of this title under the provisions of the will in question.

There is also submitted herewith an assignment of the oil and gas lease now held by The East Ohio Gas Company and shown on page 37 of the abstract, which lease the state in its contract of purchase agreed to assume.

Taxes for the year 1926, the amount of which is not set forth in the abstract, are a lien. However, the vendors 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 Sabina Barnhart, a widow, Emma V. Reed and husband, Aurelian D. Reed, and Charles Barnhart, a widower, is submitted herewith.

It also appears from a copy of 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.