

1302.

CORRECTED DEED, PREMISES IN CENTER TOWNSHIP, WILLIAMS COUNTY, OHIO.

COLUMBUS, OHIO, June 2, 1920.

HON. JAMES M. COX, *Governor of Ohio, Columbus, Ohio.*

MY DEAR GOVERNOR:—Bloom E. Tressler, through his attorneys, Newcomer & Gebhard, of Bryan, Ohio, has made application, which said application is enclosed herewith, for a corrected deed to the following described premises:

Situate in the township of Center in the county of Williams and State of Ohio, known as and described as follows, to-wit, the west one fourth of the east half of the southeast quarter of section thirty-six (36) town six (6) north range two (2) east, also the east three fourths of the west half of the southeast quarter of said section, containing in all eighty acres of land, all being in the township, county and state aforesaid.

An investigation discloses that the governor of Ohio in pursuance of an act to provide for the sale of certain lands granted by congress to the state of Ohio on the 25th day of February, 1834, executed a deed to Cyrus Spink and Samuel Quinby to certain premises described in said deed as follows:

“The southeast quarter of section thirty-six (36) north of range two east, containing one hundred and sixty acres of land, more or less, in the Piqua land district.”

It further appears from the records on file in the office of the auditor of state that the number of the township was erroneously omitted from said description.

Receipt No. 1176 of the receiver of the Ohio canal land, dated February 7, 1834, clearly discloses that Cyrus Spink and Samuel Quinby purchased the premises described in the original deed and that the words “Township No. Six” were erroneously omitted from the description clause of said deed. Certificate No. 1176 of the register of the Ohio Land Office, dated February 7, 1834, furnishes further evidence of the error complained of. It clearly appears that said description clause should have contained the words “Township No. Six.” Both of said instruments are on file in the office of the auditor of state.

It also appears from the abstract enclosed herewith that the said applicant, Bloom E. Tressler, and Nora Tressler own the premises heretofore described, which said premises are a part of the premises described in the original conveyance referred to.

In view of the foregoing I am of the opinion that under the provisions of section 8528 of the General Code the said parties are entitled to a corrected deed covering the premises which they own as requested in said application.

Enclosed herewith you will find a form of deed which it is believed is proper under the circumstances. If you are in accord with my conclusions herein, kindly sign and seal the said deed and deliver to the secretary of state to the end that he may countersign the same and transmit it to the auditor of state for record and delivery to the parties entitled to the same. Inasmuch as the original deed referred to did not wrongfully convey the premises to the original grantee but rather the error consisted in the description clause failing to fully describe the premises conveyed therein, it will be observed that no release to the state in this case will be required.

Respectfully,

JOHN G. PRICE,

Attorney-General.