

original assessments made by the county commissioners of Allen county in anticipation of which it is proposed to issue certificates of indebtedness were valid assessments and that no objections have been filed thereto, and that sufficient time has elapsed since the assessments were levied that no valid objections can now be filed.

I am therefore of the opinion that county commissioners may, subject to the limitations contained in Section 5655 of the General Code of Ohio, issue certificates of indebtedness when necessary to meet interest payments on other certificates of indebtedness issued in anticipation of the collection of special assessments levied for the building of sanitary sewers, provided of course the original assessments were valid and no valid objection was made thereto.

Respectfully,
EDWARD C. TURNER,
Attorney General.

246.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN FRANKLIN COUNTY.

COLUMBUS, OHIO, March 28, 1927.

HON. CARL E. STEEB, *Secretary, Board of Trustees, Ohio State University, Columbus, O.*

DEAR SIR:—I have examined the deed, abstract of title, and encumbrance estimate submitted by you covering the following described property:

Situated in the county of Franklin, state of Ohio and in the township of Franklin, and being part of the Third Section of the First Township and 18th Range, U. S. Military Lands, and bounded and described as follows:

Beginning at the northeast corner of James Mitchell's tract of land, at a large stone; thence West fifty-eight (58) poles to the corner of Slyh's tract; thence thirty (30) poles north to a large stone; thence east forty-four (44) poles to the corner, to a stone in the road; thence along the road with the same, south thirty (30) poles to the point of beginning, containing nine and one-half (9½) acres and ten (10) square rods of land.

I. I find the deed to be a general warranty deed in proper form and to have been duly executed according to law, and that upon delivery such deed will be sufficient to convey the title to said premises to the state of Ohio.

I note, however, that the habendum of said deed reads:

"To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said The State of Ohio, for the use of The Ohio State University, its successors and assigns forever."

Section 7952, General Code, reads as follows:

"The title for all lands for the use of the university shall be made in fee simple to the state of Ohio, with covenants of seizin and warranty, and no title shall be taken to the state for the purposes aforesaid until the attorney general is satisfied that it is free from all defects and incumbrances."

In view of the provisions of this statute, it is my opinion that the habendum of the deed in question should read:

"To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said The State of Ohio, its successors and assigns forever."

without any limitation whatsoever as to what use or purpose said premises are to be put.

II. The abstract of title under consideration was prepared by The Poste Abstract and Title Company, and certified to by said company, by F. M. Senter, General Manager, under date of August 9, 1904. It was brought down to March 1, 1927, and certified to at 7 A. M. on that date by A. E. Snyder, Attorney-at-Law.

The abstract as submitted covers the premises above described, and upon examination, I am of the opinion that same shows good and merchantable title to said premises in William Salzgeber, who is intermarried with Anna Salzgeber, subject to the following:

1. Section 11 of the abstract discloses an unreleased mortgage covering said premises, given by J. R. Peebles to Daniel M. Slyh on August 6, 1863, to secure the payment of a promissory note for one hundred dollars, payable six months after date. In view of the lapse of time, it is my opinion that the fact that the mortgage is not satisfied of record is not important.

2. Section 12 also discloses a mortgage "not satisfied on record." This mortgage was given on September 17, 1864, by J. R. Peebles to John R. Bidleman, to secure the payment of a note for three hundred dollars, payable one year after date. In view of the lapse of time, it is my opinion that this mortgage may also be disregarded.

3. At section 21 of the abstract appears a "Mortgage for \$700.00," executed on November 10, 1870, by Samuel W. Lakin to Hannah Bidleman, John R. Bidleman, Sarah Bidleman, William W. Bidleman, Abraham J. Bidleman, Emma Bidleman and Jacob P. Bidleman. The abstract shows that on the margin of the record of the mortgage there appears an assignment of the interest of Hannah Bidleman to J. Bidleman, and the notation "This mortgage is released" signed by J. Bidleman. The signatures of the other mortgagees do not appear on the release, and there is no showing that J. Bidleman was authorized to act for them. However, as in the case of the two mortgages above mentioned, because of the lapse of time this defect may be waived.

In this connection it is noted that on April 1, 1876, Abram J. Bidleman and Julia A. Bidleman, his wife, gave a quit-claim deed for said premises to said Samuel W. Lakin (abstract, Sec. 22).

4. Section 1 of the addition to said abstract shows that there is no record of any will or of any administration of the estate of Joseph Biebel, who took title to said premises on October 11, 1877, and whose heirs conveyed to the present owner on July 25, 1904. Before the state accepts the deed to said premises it should be satisfactorily shown that there are no unpaid debts of said Joseph Biebel.

5. The deed from the heirs of Joseph Biebel to William Salzgeber is given "subject to a lease of said premises to Edward Wightman and David Wightman." (Sec. 3 of Addition to Abstract). No abstract of this lease is contained in the abstract or addition thereto. The nature, terms and conditions of this lease should be ascertained before acceptance of the deed.

6. Sections 5 and 6 of the addition to said abstract contain abstracts of two easements granted by William Salzgeber to The Columbus Railway, Power and Light Company in fee, each of which was filed December 23, 1926, and grants to said company the right to "construct, operate and maintain a line for the transmission and distribution of electric energy" and other purposes on Lane avenue in front of the above premises. Before the above deed is accepted it should be determined whether or not said grants will in any wise interfere with the use of said property by the state.

7. The certificate of the abstractor shows: "No examination made of the records of the United States District Court or Circuit Court of Appeals."

It also shows that unpaid taxes in the sum of \$82.90 and assessments for the Lane avenue road in the amount of \$315.38 are liens on said premises. Said amounts should either be paid by the grantor, or withheld from the purchase price to pay the same.

The abstractor's certificate also shows that no examination was made for special assessments, except as shown on the county treasurer's duplicate.

III. The encumbrance estimate as submitted bears Number 2085, is dated March 10, 1927, was prepared by The Ohio State University, addressed to William and Anna Salzgeber, Columbus, Ohio, and covers the above decribed premises at a cost of \$20,000. This estimate was certified by Wilbur E. Baker, Director of Finance, under date of March 12, 1927.

The deed, abstract of title and encumbrance estimate are returned herewith.

Respectfully,

EDWARD C. TURNER,

Attorney General.

247.

STATE CENTRAL COMMITTEE—AUTHORITY OF LEGISLATURE IN
MAKING UP SAME.

SYLLABUS:

The legislature has authority to provide that the state central committee of each political party shall consist of two members from each congressional district and to provide that one of said members shall be a man and the other a woman.

COLUMBUS, OHIO, March 28, 1927.

HON. C. C. CHAPPELEAR, *Chairman, Elections Committee, Ohio Senate, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your letter requesting my opinion as follows:

"I enclose herewith Senate Bill No. 122, Mrs. Loughead, providing for two members from each congressional district on the state central committee.

There seems to be considerable feeling among the members of the legislature that there should be two (2) members of the Central Committee from each congressional district—one of whom should be a man and the other a woman.

Will you kindly give us an opinion as to whether such a provision in the bill would be constitutional?"

This question necessitates a discussion of general legislative power under our constitution.

Section 1 of Article II of the Constitution of Ohio provides, in part, that

"The legislative power of the state shall be vested in a general assembly consisting of a senate and a house of representatives * * *

reserving therein the right of the people to exercise the initiative and referendum.

In the case of Baker vs. Cincinnati, 11 O. S., 524, it is said

"It will be observed that the provision is not, that the legislative power, as conferred in the constitution, shall be vested in the general assembly, but