

3302.

APPROVAL BONDS OF DAYTON CITY SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO, \$25,000.00.

COLUMBUS, OHIO, October 15, 1934.

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

---

3303.

APPROVAL BONDS OF DAYTON CITY SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO, \$8,000.00.

COLUMBUS, OHIO, October 15, 1934.

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

---

3304.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED, ENCUMBRANCE RECORD NO. 1460 AND CONTROLLING BOARD CERTIFICATE, RELATING TO THE PROPOSED PURCHASE OF A PARCEL OF REAL ESTATE LOCATED IN THE CITY OF NORWALK, HURON COUNTY, OHIO.

COLUMBUS, OHIO, October 15, 1934.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you enclose for my examination and approval an abstract of title, warranty deed, encumbrance record No. 1460 and Controlling Board certificates, relating to the proposed purchase of a parcel of real estate located in the City of Norwalk, Huron County, Ohio, and more particularly described in the deed above referred to as follows:

Being the whole of In-lot Six hundred nine (609) in Baker's Addition to the Town Plat of Norwalk, as per plat recorded in Vol. 1 page 21 of the Plat Records of said County, excepting 12 feet off North end conveyed by Gustave H. Moehlman to the State of Ohio by deed recorded Vol 117, page 38 of Huron County Record of Deeds. Including the North forty-seven feet of said Lot, conveyed to Gustave H. Moehlman by Joseph and Amelia Landoll as recorded in Vol 111, page 220 of Huron County Record of Deeds known as 11½ Chatham St., including house thereon, and the premises conveyed to Gustave H. Moehlman by George Friend and Louise Friend as recorded in Vol. 119, page 467 of Huron County Record of Deeds, said parcel being known as No. 11 Chatham. The house now on the said premises described as 11 Chatham St., to be removed from the said premises by the Grantor.

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of August 6, 1934, I find that as of said date Gustave H. Moehlman, the owner of record of the above described premises had a good fee simple title to the same, free and clear of all encumbrances except the following liens which are noted as exceptions to the title in and by which Gustave H. Moehlman owns and holds this property:

1. Taxes for the first half of the year 1933 and prior delinquencies amounting, with penalty in the amount of \$2.05 included therein, to the sum of \$73.42.
2. Taxes for the last half of the year 1933 are unpaid and the same in the amount of \$20.47 are a lien.
3. Special assessments on this property which were due and payable December 20, 1933, are unpaid and the same in the amount of \$90.55 are a lien.
4. Special assessments in the amount of \$20.47 which were due and payable June 30, 1934, are unpaid and are a lien.
5. The taxes on this property for the year 1934, the amount of which was apparently undetermined at the time of the certification of the abstract, are a lien upon this property.

The assessments above noted, as liens upon this property, are installments of assessments heretofore levied, which installments have become due and payable at the times above indicated or prior thereto. In this connection, it is to be noted that special assessments in the total aggregate amount thereof become a lien from the time of the levy thereof; and in addition to installments of such assessments which were not paid when due and which are, therefore, a lien upon this property, all remaining amounts unpaid on the total amount of such assessments are likewise a lien upon the property even though the same may be payable in installments which are not yet due and payable. Before the transaction for the purchase of this property is closed, a careful check should be made for the purpose of ascertaining the total amount of the unpaid assessments on this property.

In addition to the liens for taxes and assessments above mentioned, the abstract shows certain liens arising from judgments against said Gustave H. Moehlman for court costs incurred by him in various proceedings as follows:

1. In the case of *Gustave H. Moehlman vs. State of Ohio and Cecil M. Moehlman*, No. 14301 on the docket of the Court of Common Pleas of Huron County, Ohio, court costs were incurred in the amount of \$8.15, which costs should be paid by said Gustave H. Moehlman, the plaintiff in said case.
2. In the case of *Thomas Justice vs. G. Moehlman*, the same being cause number 14576 on the docket of the Common Pleas Court of Huron County, the plaintiff on April 5, 1932, obtained a judgment against Moehlman in the sum of \$142.54, with interest from said date, together with his costs in said case, the amount of which costs has not as yet been ascertained.
3. In the case of *The State of Ohio, ex rel. G. H. Moehlman, vs. Cort M. Schock, Mayor of the City of Norwalk*, costs in the amount of \$20.45 were incurred by Moehlman, as the relator in said case.
4. The case last above noted was taken to the Court of Appeals of said county in which court the plaintiff's petition was dismissed at the cost of plaintiff, amounting in all to the sum of \$3.30.

It does not appear from the abstract that any of the foregoing judgments against Gustave H. Moehlman for court costs or otherwise have been paid either in whole or in part and the amounts of said several judgments should be considered as liens upon this property.

In addition to the judgments against Gustave H. Moehlman above noted, it

appears that on October 22, 1932, one Angelo Deroberts filed an action against Moehlman in the Court of Common Pleas of Huron County in which a money judgment in the sum of \$2,023.38 was prayed for. It does not appear that any answer has ever been filed to plaintiff's petition in this case and any judgment that the plaintiff may obtain in this action will be a lien upon the plaintiff's property above described from the date of such judgment. In this situation, it is important that a careful check upon the subsequent proceedings in this case be had before the purchase price of this property in whole or in part is turned over to Moehlman.

The warranty deed which has been tendered to the State by Gustave H. Moehlman has been properly executed by him and by his wife, Cecil M. Moehlman, who therein releases her right and expectancy of dower in this property. I further find from an examination of the provisions of this deed that the same are in form sufficient to convey this property to the State of Ohio by full fee simple title with a warranty that this property is free and clear from all encumbrances whatsoever except taxes and assessments due and payable December 30, 1934, and thereafter." As to which there is the further recital that the "grantee assumes and agrees to pay" such excepted taxes and assessments.

Upon examination of encumbrance record No. 1460, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of the above described property, which is the sum of \$3,000.00.

I also find from a recital contained in said contract encumbrance record, as well as from the certificate of the Controlling Board, that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account the amount necessary to pay the purchase price of this property.

Subject to the exceptions above noted, the title to this property is approved as of the date of the certificate of the abstract, and said abstract, together with the warranty deed, encumbrance record No. 1460 and the Controlling Board certificate above referred to, is herewith returned to you.

Respectfully,

JOHN W. BRICKER,

*Attorney General.*

---

3305.

BOARD OF EDUCATION—REMOVAL OF MEMBER FROM COUNTY SCHOOL DISTRICT CREATES VACANCY IN MEMBERSHIP OF COUNTY BOARD OF EDUCATION.

*SYLLABUS:*

*Where a member of a county board of education removes from the county school district, a vacancy is thereby created in the membership of the said county board of education, which vacancy should be filled in the manner provided by Section 4748, General Code, and if not so filled within the period of thirty days after the vacancy occurs it should be filled by the probate court of the county as provided by Section 7610-1, General Code.*