

1123.

APPROVAL, BONDS OF SPRINGCREEK TOWNSHIP RURAL SCHOOL
DISTRICT IN AMOUNT OF \$75,000.

COLUMBUS, OHIO, April 1, 1920.

Industrial Commission of Ohio, Columbus, Ohio.

1124.

EXAMINATION OF ABSTRACTS, TRACTS NO. 1 AND NO. 2, SITUATED
IN FRANKLIN COUNTY, CLINTON TOWNSHIP, OHIO.

COLUMBUS, OHIO, April 2, 1920.

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

DEAR SIR:—An examination has been made of an abstract which was last continued by John K. Kennedy, attorney-at-law, February 21, 1920, submitted by you in reference to the following described property:

TRACT NO. 1.

Situated in the county of Franklin, in the state of Ohio and in the township of Clinton, and bounded and described as follows:

Beginning at a point in the center line of Lane avenue, said point of beginning being 2359.76 feet westerly from an iron pin at the intersection of the center line of Lane avenue with the center line of the Fleniken pike; thence from said point of beginning southerly and parallel with the center line of said Fleniken pike 464 feet, to a stake in the north line of lands now belonging to Ohio State University; thence westerly with said north line 357.44 feet, more or less, to an iron pin at the southeast corner of the three-acre tract heretofore deeded to Ernestine Hartman; thence northerly with the east line of said three-acre tract 464 feet to a point in the center line of Lane avenue, passing an iron pin 25 feet south of said center line; thence with said center line easterly 363.14 feet to the place of beginning and containing three and ninety-hundredths (3.90) acres, subject to all legal highways."

TRACT NO. 2.

Situated in the county of Franklin, in the state of Ohio and in the township of Clinton, and bounded and described as follows:

Beginning at a point in the center line of Lane avenue, said point of beginning being 1847.02 feet westerly from an iron pin at the intersection of the center line of Lane avenue with the center line of the Fleniken pike; thence from said point of beginning, southerly and parallel with the center line of the Fleniken pike 464 feet to a point in the north line of the lands of the Ohio State University; thence westerly with said north line 512.74 feet to the southeast corner of a three-acre tract of land of O. E. Ballard; thence northerly along the east line of said Ballard tract and parallel with the center line of the Fleniken pike 464 feet to the center line of Lane avenue; thence with the center line of Lane avenue 512.74 feet to the place of beginning and containing 5.47 acres; subject to all legal highways."

It is somewhat difficult to trace the title to the premises through the early transfers as shown by the abstract. However, it does clearly appear that in various transfers, all prior to April 28, 1896, Ephriam Sells obtained the title to said premises and in the settlement of his estate, following the death of his wife, a tract of land which includes the premises above described was set off in a partition proceeding to Minnie H. Matlack, one of the heirs of the said Ephriam Sells, and said premises were conveyed to her by a sheriff's deed in 1904, and from said date the chain of title can be accurately traced. Owing to the time that has elapsed since the acquiring of the title to said premises by the said Ephriam Sells and the disposition made thereafter, together with the fact that it does not appear that any claims have been set up against said premises which arose prior to the date on which the said Ephriam Sells acquired the last parcel of this land, it is believed that any imperfections that may have existed at the time Minnie H. Matlack acquired the title to the same are immaterial at this time.

In the transfer of Minnie H. Matlack and husband to J. C. Belt on March 26, 1912, as shown at section 84 of said abstract, it does not show that the grantors acknowledged said deed. Undoubtedly the deed was acknowledged and by inadvertence this was omitted by the abstracter. However, you should ascertain definitely that said conveyance was properly acknowledged before closing the transaction.

Your attention is further called to certain reservations and stipulations relative to the dedication of a twenty-five foot roadway, which affects tract No. 1, which are particularly referred to in section 81 of the abstract and again mentioned in the conveyance as shown in section 3 of the continuation of said abstract. It appears that said tract No. 1 is subject to having a twenty-five foot roadway set off on the western boundary of said tract upon the demand of Ernestine Hartman, owner of the lands which bound said tract on the west. This, of course, may or may not be important, depending upon the circumstances.

Tract No. 2 is also subject to certain provisions relative to the dedication of twenty-five feet off the east side of said tract for a roadway, the provisions of which are set forth in section 80 of the abstract and referred to in section 6 of the continuation of said abstract. These provisions should be considered.

Tract No. 1 is subject to a mortgage given by O. E. Ballard and wife to J. C. Belt, September 18, 1917, to secure the payment of a note in the amount of \$1,790.00 with six per cent interest, as shown in section 4 of the continuation of said abstract. This mortgage as shown is a lien on said premises. The taxes on tract No. 1 for the last half of 1919, amounting to \$5.52, are unpaid and a lien.

Tract No. 2 is subject to a mortgage given by Harry E. Truxall and wife to the Buckeye State Building and Loan Co., September 13, 1918, to secure the payment of \$2,500.00 with interest. According to the abstract this mortgage is unsatisfied and a lien upon said premises. The taxes and penalties for the year 1919, amounting to \$34.94, are unpaid and a lien upon tract No. 2.

It is my opinion that said abstract shows the title to the above described tract No. 1 to be in the name of O. E. Ballard, subject to the encumbrances above set forth. It is my further opinion that the title to the above described tract No. 2 is shown by said abstract to be in the name of Harry E. Truxall, subject to the encumbrances as above set forth.

An examination has also been made of a deed executed by O. E. Ballard and Hattie Ballard, his wife, to the State of Ohio, which is sufficient in my opinion to convey all the title of the said O. E. Ballard to the premises described in tract No. 1 to the state. It will be observed that this deed warrants that said premises are free from encumbrance except as to provisions heretofore mentioned in reference to the twenty-five foot roadway. Therefore, it will be the duty of the grantor to

pay the mortgage referred to, which is a lien upon said premises, and the taxes which are also a lien, and you should deduct a sum from the purchase price sufficient to pay said mortgage and taxes.

An examination has also been made of the deed executed by Harry E. Truxall and Mina V. Truxall, his wife, to the state of Ohio, which in my opinion is sufficient to convey the title of Harry E. Truxall to the premises described in tract No. 2 to the state. Said deed warrants the premises to be free from encumbrance except the taxes for the last half of the year 1919. Under the terms of this deed it will be necessary for the state to pay said taxes. Said deed also in the description clause refers to the premises as being subject "to all legal highways." Therefore it may be that this deed does not warrant against the twenty-five foot roadway provisions above referred to in this opinion. Under the provisions of this deed you should retain from the purchase price an amount sufficient to satisfy the mortgage referred to herein, which is a lien upon the premises. You should also retain from said purchase price under the provisions of the deed \$18.69 to pay the taxes and penalties on said premises for the first half of the year 1919.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1125.

SCHOOLS—WHERE BOARD OF EDUCATION OF RURAL TOWNSHIP DISTRICT SUSPENDS ONE-ROOM ELEMENTARY SCHOOL AND ASSIGNS PUPILS TO SCHOOL MAINTAINED BY STATE NORMAL COLLEGE—WHEN SAID TRANSFER CONSIDERED VALID—EXPENSE HOW PAID—SECTION 7730 G. C. CONSIDERED.

Where the board of education of a rural township district suspends a one-room elementary school and assigns the pupils of the territory to a school maintained by a state normal college, with the approval and consent of the governing powers of said institution, which said school furnishes a proper course of study for such pupils, and the educational advantages are equal to those they would have received had they been assigned to another school and such pupils in being transported to said school are not subject to unreasonable inconvenience or hardship, such an arrangement is a substantial compliance with the requirements of section 7730 G. C. and the expense of said transportation should be borne by said rural district.

COLUMBUS, OHIO, April 2, 1920.

HON. F. B. PEARSON, *Superintendent of Public Instruction, Columbus, Ohio.*

DEAR SIR:—Your letter of recent date is as follows:

"Can a board of education of a township rural school district suspend its one-room elementary school and transport its pupils at the expense of said township rural school district to a school maintained by a state normal college and supported by public funds, the latter being maintained by said state normal college for the purpose of teacher practice work?"

Your inquiry necessitates the consideration of section 7730 G. C., which provides:

"The board of education of any rural or village school district may suspend by resolution temporarily or permanently any or all schools in such village or rural school district because of disadvantageous location or any