

**HAMILTON COUNTY PROBATE COURT
JAMES CISSELL, JUDGE**

**TRUST U/W ETHAN STONE FBO VARIOUS CHARITIES
CASE NO. 19000000176**

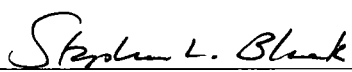
MOTION TO TERMINATE TESTAMENTARY CHARITABLE TRUST

Pursuant to Ohio Revised Code 2109.62, the Fifth Third Bank, Successor Trustee of the Trust under Unnumbered Paragraph 11 of the Will of Ethan Stone ("the Trust"), moves this Court to terminate the Trust and to order final distribution of the trust assets. The grounds for this motion are (1) that it is no longer economically feasible to continue the Trust; (2) the termination of the Trust is for the benefit of the beneficiaries; (3) the termination of the Trust is equitable and practical; and (4) the current value of the Trust is less than \$100,000. There is no provision in the will of Ethan Stone that would preclude a termination of the Trust as requested in this motion. The grounds for this motion are more fully stated in the following memorandum, as is the specific relief sought.

Of Counsel:

Respectfully submitted,

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MEMORANDUM

The Fifth Third Bank, Successor Trustee, submits this motion based on the following facts which it believes to be matters of record:

I. Background.

Ethan Stone was born in 1767 in Stockbridge, Massachusetts, and migrated to Cincinnati, where he became a prominent businessman. He was a widower when he died on April 20, 1852. He and his wife left no children. He was interred in Spring Grove Cemetery.¹

The will of Ethan Stone was admitted to probate in this county on April 23, 1852. The original will was transcribed by hand in the records of this Court after the fire of March 29, 1884. Later, the typewritten transcription which is attached to this motion as Exhibit A was created for ease of reference. Still later, an incomplete typewritten transcription was filed in the Court records and is attached to this motion as Exhibit B. For purposes of this motion, the Successor Trustee believes that the correct transcription is Exhibit A and will refer to that transcription, notwithstanding that Exhibit B is the more recently docketed version (*See* electronic docket - copy of will filed 10/27/2007).²

The Court will note that unnumbered paragraph 11 of the will of Ethan Stone (Exhibit A) provides for a rather complex and detailed trust to be held by the Township of Storrs. Unnumbered paragraph 16 of the will (Exhibit A) provides for a second trust to be held by the trustees of Cincinnati College and applied for the benefit of education of the ministry in the Episcopal church. This latter trust is not the trust at issue. Fifth Third

¹ For more elaborate biographical information, please see the biographical material attached as Exhibit H.

² The difference between Exhibits A and B is that B contains different paragraph breaks and omits the last four words of unnumbered paragraph 11 and the remainder of the will, including the paragraph establishing the second trust and the execution by the testator. Exhibit B appears to have a page missing.

Bank brings this motion as Successor Trustee of the trust under unnumbered paragraph 11, having succeeded to the interest of the Cincinnati Bank & Trust Company, an earlier successor trustee of this trust.

From the Court's docket it appears that PNC Bank is currently the successor trustee of the trust under unnumbered paragraph 16 of the will of Ethan Stone. Both trustees have been filing periodic current accounts. Both sets of accounts are currently docketed in this Court under administration docket number 1900000176.

II. Beneficiaries Under the Will.

In the case of *Wilson v. Tischbein*, 8 Ohio Dec. Reprint 612, 1883 WL 4996 (Ohio Dist.) (copy appended as Exhibit C), the court recited the following concerning the administration of the Ethan Stone trust:

In 1852, Ethan Stone died and in his will ... he devised these rents and sub leases, amounting to about \$1,200 a year, on account of and in memory of his wife, who bore the maiden name of Storrs, to Storrs Township, upon certain trusts, namely: that the township of Storrs should pay to the trustees of said ministerial section 29, his ground rent of \$40 per annum due from him to them under his original lease, and \$100 per year to The Cincinnati Orphan Asylum, and \$60 per year to the Society for the Relief of Aged and Indigent Females, and the rest of said annual income, being about \$1,000 per year, the said Township of Storrs should hold in trust, one-half thereof for the support of the Protestant religion in said township, and one-half for the support of one or more Protestant schools in said fractional section 29. This trust was accepted by Storrs Township, and executed, until the township was annexed to the City of Cincinnati in 1869.

It should be noted that every ten years a vote of the Protestant residents of Storrs Township was to decide what church was to receive the residuary income of the trust.

The Successor Trustee submits that currently the beneficiaries of the trust are as follows:

(1) The Convalescent Hospital for Children and Orphan Asylum is the successor-in-interest to the Cincinnati Orphan Asylum, according to the website of the Ohio Secretary of State. (*See Exhibit D*)

(2) Maple Knoll Communities, Inc. is the successor to the interest of the Society for the Relief of Aged and Indigent Females. The latter organization became the Widows' and Old Mens' Home of Cincinnati, Ohio, which has changed its name several times and is now known as Maple Knoll Communities, Inc., according to the website of the Ohio Secretary of State. (*See Exhibit E*)

(3) The will of Ethan Stone provides that the residuary income received by the trust shall be paid one-half for the support of the Protestant religion in Storrs Township and one-half for the support of Protestant schools in fractional section 29 of Storrs Township. It further provides:

*** And that to avoid disputes, or any division of the trust thus devoted to the support of religion, it shall be decided once in every ten years by a vote of all the Protestant communicants of said township, who may choose to vote, what denomination of Protestant Christians, said fund shall be appropriated for the ten years next ensuing said election.

The extent to which these elections were actually carried out every ten years is reflected on this Court's docket. Suffice it to say, for the present purpose, that the Court's docket reflects an election in 1993, after which this Court entered an order on February 22, 1994, appended as Exhibit F, decreeing that the Methodist denomination represented by the Price Hill United Methodist Church be the recipient of the net income of the trust for ten years beginning May 1, 1994. The docket does not reflect any election taking place after the 1993 election. We submit that the reason for this was that as of December 31, 2004, the assets of the trust had dwindled to \$29,098.12 in securities, plus 19 perpetual leases which were not producing income. (*See 28th Current Account filed 3/18/2005*) The trust's

expenses far exceeded the income from these assets. Without any net income to be distributed, there was little reason to go to the expense of holding an election to determine a residuary beneficiary.

As a side note, the Price Hill United Methodist Church passed out of existence as of 4/15/2004 when the Secretary of State cancelled its Articles of Incorporation for failure to file a statement of continuing existence. (See Exhibit G)

The conclusion we draw from the foregoing facts is that there is presently no beneficiary designated to receive the residuary income of the trust.

III. Recent Administration of the Trust.

The Successor Trustee disclaims any intention to recite the full history of the administration of the Trust, referring the Court instead to the undated and unsigned memorandum³ attached as Exhibit H (taken from the files of the Successor Trustee) for a summary of the first 100 years.

In regard to the most recent decade, a review of the last four current accounts filed by the Successor Trustee reveals the following:

	INCOME	EXPENSES	DISTRIBUTIONS TO RESIDUARY BENEFICIARY	TRUST ASSETS REMAINING
28 th Account	\$1002.38	\$10,290.00	-0-	\$29,098.12
1/1/03 – 12/31/04				+ 19 perpetual leases
29 th Account	\$1452.63	\$13,271.96	-0-	\$19,900.92
1/1/05 – 12/31/06				+ 19 perpetual leases
30 th Account	\$1848.69	\$12,042.81	-0-	\$7840.10
1/1/07 – 12/31/08				+ 17 perpetual leases
31 st Account	\$108.31	\$7393.09	-0-	\$199.82
1/1/09 – 12/31/10				+ 16 perpetual leases

³ Counsel believes that the author of this memorandum was Booth Shepard, Esq., an earlier attorney of record for the Successor Trustee. The reference to the upcoming election in 1954 implies that it was written shortly before that event.

In short, the assets of the Trust have dwindled to the point where there is very little to argue about. The biggest problem is the disposition of the 16 perpetual leases.

IV. Statutory Grounds for Termination.

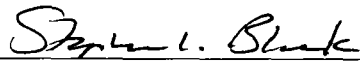
Ohio Revised Code §2109.62 provides that a trust may be terminated by court order if (a) it is no longer economically feasible to continue the trust; (b) the termination of the trust is for the benefit of the beneficiaries; (c) the termination of the trust is equitable and practical; and (d) the current value of the trust is less than \$100,000.

At this point, the trust does not contain enough cash to continue to operate. The 16 perpetual leases are not income-producing. There is no hope that the funding of the Trust would ever increase. It is therefore in the interest of both the Trustee and the beneficiaries that the Trust terminate. The cash assets can be used toward the expenses of bringing this motion. The issue becomes how to dispose of the 16 perpetual leases held by the Trust on properties located in the former Storrs Township. Since leases are not income-producing, they have no value. The Successor Trustee suggests that this Court enter an order declaring that the leases from Ethan Stone to various third parties which are held in the Trust are no longer in effect, so that title will pass in 21 years by operation of law to the parties in possession of the leased properties. Termination of the perpetual leases in this fashion will enable the Trustee to close the books on this Trust after 160 years.

Of Counsel:

Respectfully submitted,

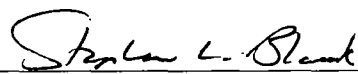
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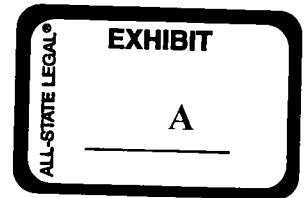
Stephen L. Black (0018161)
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Certificate of Service

I hereby certify that a copy of the foregoing motion has been transmitted by U.S. Mail to Michael DeWine, Ohio Attorney General, Charitable Law Section, 30 East Broad Street, 17th Floor, Columbus, Ohio 45215; to the Convalescent Hospital for Children and Orphan Asylum, c/o Elizabeth A. Stautberg, Statutory Agent, 333 Burnet Avenue, Cincinnati, Ohio 45229; to Maple Knoll Communities, Inc., c/o GH&R Business Services, Inc., Statutory Agent, 1900 Fifth Third Center, 511 Walnut Street, Cincinnati, Ohio 45202 this 27th day of July, 2012.



Stephen L. Black



I, Ethan Stone, of the County of Hamilton and State of Ohio, do hereby make and declare this my last will and testament, revoking all former wills by me made.

I give and bequeath to the children of my deceased sister, Olive Bouten, viz: Seleck Bouten, Frederick Bouten, Jared Bouten, Enos Bouten, Mrs Smith, Mrs Buel, and Mrs Lewis, each Five Hundred Dollars; and to the heirs of my said sister's son Lyman Bouten deceased, Five Hundred Dollars.

I give and bequeath to Adelia, the daughter of my sister Phena Pease, deceased, Five Hundred Dollars; and to Chester Pease, the brother of the said Adelia Three Hundred Dollars, (Two Hundred Dollars having been already given to his family).

I give and bequeath to Phena Baker, daughter of my deceased sister Lydia Collins, Five Hundred Dollars, and to the heirs of George Collins, the son of my said sister Lydia Collins, Five Hundred Dollars.

I give and bequeath to Stephen Stone, the son of my deceased brother Luther Stone, Five Hundred Dollars.

I give and bequeath to the daughters of my deceased sister Bernice Pease, viz: Mrs Crandall, Mrs Hawks, Mrs Gridley, and Mrs Barlow, each Five Hundred Dollars; and to Chester Gridley, Five Hundred Dollars.

I give and bequeath to my niece Maria Jackson, wife of Thomas M. Jackson, one Thousand Dollars.

I give and bequeath to Augusta Stone, wife of my nephew Dan Stone, One Thousand Dollars.

I give and bequeath and devise to my neice Louisa Pease ten shares of stock in the Little Miami Railroad Company, and all the lots and estate described in my deed to her dated 17 December A.D.1849 & recorded 13 April 1850, in Book No.154 page 6 of the Hamilton County Records, which deed I hereby ratify and confirm.

I give and bequeath & devise to Doctor John P. Atwater all the lots and estate described in my deed to him, dated 17 December A.D.1849, & recorded 13 April 1850, in Book 154, page 5 of the Hamilton County Records.

I give and devise to the Township of Storrs, for various reasons, the principal of which, is that said Township bears the maiden name of my deceased wife. All that part of Fractional Section number Twenty nine which is let on perpetual leases for annual rents more than nominal, lying east of Thomas M. Jackson's east line and the rents & issues thereof forever, excepting therefrom, the lot called the Reny lot, and the ground lying back of it, now the property of A. Taft & John P. Atwater, and likewise excepting what is known as the pasture lot, lying north of the Chapel and between the Creek & said Thos M. Jackson's east line, which said pasture lot I hereby give and devise to the said Thomas M. Jackson and his wife Maria Jackson & their heirs forever; and I also give & devise to said Township the lots on which the family of M. Cook pay rents amounting to fifty one dollars per annum, under perpetual lease, which last mentioned lots lie next west of the property of the said Thomas M. Jackson, where he now resides; And likewise the lots on which Lytle Sodwick now lives, and for which he pays rents under the perpetual leases from me, amounting to Thirty one Dollars per annum; which grounds hereby given and devised to said Township of Storrs are all subject to perpetual leases by me made and yield an annual income of about Twelve Hundred Dollars, exclusive of the lot of the Revd. Horace Bushnet, on which lot no rent will be due for several years, & the rents upon which when they

*Included
4/11/52*

*Included
4/11/52*

shall become due, I hereby bequeath to the Township of Storrs for the support of the poor of said Township. The above described grounds, given and devised, to said Township of Storrs, together with all the rents and issued thereof forever, subject to the exceptions aforesaid, are given and devised upon the following express conditions and trusts: to-wit, That the said Township of Storrs shall pay to the Trustees of the Ministerial Section for Cincinnati Township, Forty Dollars per annum, as the same shall become due as rent on my lease for said Fractional Section Twenty nine, forever; And that they said Storrs Township shall also pay to the ~~Orphan-Asylum-of-Cincinnati~~, called the "Cincinnati Orphan Asylum", One Hundred Dollars per annum forever; And to the Society for the Relief of Aged and Indigent Females" Sixty Dollars per annum forever; and that (the rest & residue of said annual income, being about One Thousand Dollars per annum, the said Township of Storrs, shall hold in trust, one half thereof for the support of the Protestant religion in said Township; and one half thereof for the support of one or more protestant schools on said Fraction number Twenty Nine; And that to avoid disputes, or any division of the fund thus devoted to the support of religion, it shall be decided once in every ten years by a vote of all the Protestant Communicants of said Township, who may choose to vote, to what denomination of Protestant Christians, said fund shall be appropriated for the ten years next ensuing said election.)

It is my will that none of the legacies in this will contained shall be payable until one year after my decease, and that my executors shall, receive the rents and profits of my estate during said year and account for the same as a part of my estate; And my executors are authorized to appropriate One Thousand Dollars for legal aid and advice in carrying out the provisions of this my will. My executors are also directed to pay all my just debts. But all the liabilities growing out of any lease or leases by me made, of property in the said Fraction Twenty nine and adjoining lands, shall be paid by the said Township of Storrs, and the payment thereof is hereby made a condition of the above gifts & devises to said Township of Storrs, in addition to the conditions above enumerated.

I give and bequeath my books to my neice Louisa Pease and to John P. Atwater, to be equally divided between them.

It is my will that Mrs Mary Farrar shall be furnished from my estate with board and lodging while she and my neice Louisa Pease shall keep house together, and then they shall cease to keep house where we now live, that one bed and bedding and bedding furniture complete be given to the said Mary Farrar, and that one bed and bedding furniture be also given to Lucy Jane Atwater, and that all the rest and residue of my household furniture of every name and nature, whatsoever, be given to my said neice Louisa Pease, without appraisal or sale.

My lot in Spring Grove Cemetery, I give and devise to John P. Atwater and his heirs forever, saving & reserving, however, the right of burial therein to my niece Louisa Pease and to Mrs Mary Farrar.

It is my desire, and I hereby direct, that, after my decease, if my said neice Louisa Pease and Mrs Mary Farrar shall survive me, my house and lots on Vine Street where I now live, remain unsold and subject to their possession and control, until the decease of one of them; and that, after that event, or sooner, if they shall certify that they wish it so to be done, said house and lots and all other property which shall then belong to the estate unappropriated by the preceding provisions and bequests, whether real, personal or mixed, be sold at the best price that can be obtained, and that if it shall be necessary, in order to obtain its fair value, a credit of any time not exceeding three years may be given; and that the fund thus raised after the payment of the debts and the legacies aforesaid, be divided into four equal parts, and one of said fourth parts I bequeath and give to Thomas M. Jackson and his wife Maria Jackson, & their heirs forever; and one of said fourth parts I give & bequeath to the heirs of Jared Bouten and my deceased sister Olive Bouten forever; and one of said fourth parts I give and bequeath to John P. Atwater and Lucy Jane Atwater his wife & their heirs forever; and the other fourth part I direct my Executors so to

invest that it shall produce an annual income, and that three fourths of said income be paid annually to Augusta Stone, the wife of my said nephew Dan Stone during her natural life. And after her decease to the said Dan Stone during his natural life & after the decease of both of them, the said three fourths of said income shall go to the Trustees of Cincinnati College in trust to be by them applied to the education of indigent Scholars, preparing for the ministry in the Episcopal Church: And the remaining one fourth of said income shall go to my nephew Henry Pease during his natural life, & after his decease, the whole of said income shall go to the said Trustees of Cincinnati College in Trust to be applied by them to the education of indigent scholars preparing for the ministry in the Episcopal Church.

To avoid sacrifice, I hereby authorize my Executors, when the legacies herein contained shall become due, by the terms of this will, to pay the same, or any part thereof in any good note or notes or choses in action, belonging to my estate, & well secured, estimating them at their then present nominal value, and also to turn out in payment, of any of said legacies, any lot or lots not otherwise pledged, in my subdivision of lots in the Western part of Cincinnati, at their value as fixed in my lease or leases thereof, or railroad stock belonging to my estate, at its par value.

I hereby appoint as Executors of this my will, my Neice Louisa Pease, John P. Atwater and Thomas M. Jackson. In Testimony whereof I have hereunto set my hand & seal this Seventeenth day of June, A.D.1850.

Ethan Stone (Seal)

Signed, sealed, published & declared by the above named Ethan Stone as & for his last will & testament, in presence of us, who at his request & in his presence & in the presence of each other, have subscribed our names as witnesses hereto. (The Words "& their heirs forever" & "by me made" on the second page, the word "nine" on the 3rd page, & the word forever on the 4th page interlined before signing.

Patrick Mallon
Thomas M. Key
Alphonso Taft

Whereas on the Seventeenth day of June in the year 1850, I Ethan Stone made my last will and testament of that date, I do now hereby make and declare the following to be a codicil to the same:

It is my will, that while the house and lot, where I now live shall be occupied by my niece Louisa Pease and Mrs. Mary Farrar according to the provisions of my said will and testament, the taxes and assessments upon said house and lots; together with the insurance and repairs shall be paid by my Executors out of my estate; and all the remainder of the rents and profits and receipts from my estate, real and personal, not specifically bequeathed or devised, after the payment of the specific legacies, shall be by my executors collected and invested for the benefit of the residuum, which is to be distributed when my said niece Louisa and Mrs. Farrar, shall cease to occupy my said house & lots as aforesaid.

It is also my will, and I hereby direct, that my executors set apart, and reserve in their hands, as Trustees, a sufficient amount of my Rail Road Stock to produce by dividend, Fifty Dollars per annum, and that they collect the dividends thereon, and pay over to Frances Morgan, grand-daughter of my deceased brother, Charles or to her order, in Cincinnati, Fifty Dollars a year during her natural life, the first payment to be made two years after my decease, provided that no money shall be paid over except upon her own order, and that no money shall be paid for any fraction of a year; and after her decease, the said stock shall be sold and distributed to my ~~distributary~~ residuary legatees according to the provisions of my said will.

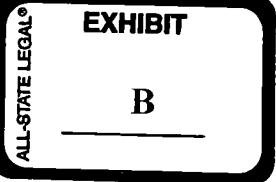
In Witness Whereof, I Ethan Stone, have signed and sealed this instrument, as and for a codicil to my said last will and testament.

Ethan Stone (Seal)

Signed published & declared as & for a codicil to his Last Will and Testament by the said Ethan Stone, in presence of us, who at his request & in his presence & in presence of each other, subscribe our names hereto as witnesses, July 1, 1850.

Alphonso Taft. ✓
Thomas M. Key.

W.D. of Ethan Stone 4/20/1852



I, Ethan Stone, of the County of Hamilton and State of Ohio, do hereby make and declare this my last will and testament, revoking all former wills by me made.

I give and bequeath to the children of my deceased sister, Olive Bouten, viz: Selech Bouten, Frederick Bouten, Jared Bouten, Enos Bouten, Mrs. Smith, Mrs. Buel, and Mrs. Lewis, each Five Hundred Dollars; and to the heirs of my said sister's son Lyman Bouten deceased, Five Hundred Dollars.

I give and bequeath to Adelia, the daughter of my sister Phena Pease, deceased, Five Hundred Dollars; and to Chester Pease, the brother of the said Adelia, Three Hundred Dollars (Two Hundred Dollars having been already given to his family). I give and bequeath to Phena Baker, daughter of my deceased sister Lydia Collins, Five Hundred Dollars; and to the heirs of George Collins, the son of my said sister Lydia Collins, Five Hundred Dollars. I give and bequeath to Stephen Stone, the son of my deceased brother Luther Stone, Five Hundred Dollars. I give and bequeath to the daughters of my deceased sister Beurice Pease, viz: Mrs. Crandall, Mrs. Hawks, Mrs. Gridley and Mrs. Barlow, each Five Hundred Dollars; and to Chester Gridley, Five Hundred Dollars. I give and bequeath to my niece Maria Jackson, wife of Thomas M. Jackson, One Thousand Dollars. I give and bequeath to Augusta Stone, wife of my nephew Dan Stone, One Thousand Dollars. I give, bequeath and devise to my niece Louisa Pease ten shares of stock in the Little Miami Railroad Company, and all the lots and estate described in my deed to her dated 17 December A. D. 1849, and recorded 13 April 1850, in Book No. 154, page 6 of the Hamilton County Records, which deed I hereby ratify and confirm. I give and bequeath and devise to Doctor John P. Atwater all the lots and estate described in my deed to him, dated 17 December A. D. 1849, and recorded 13 April 1850, in Book No. 154, page 5 of the Hamilton County Records. I give and devise to the Township of Storrs; for various reasons, the principal of which, is that said Township bears the maiden name of my deceased wife, all that part of Fractional Section Number Twenty Nine which is let on perpetual lease for annual rents more than nominal, lying east of Thomas M. Jackson's east line and the rents and issues thereof forever, excepting therefrom, the lot called the Perry lot, and the ground lying back of it, now the property of A. Taft and John P. Atwater, and otherwise excepting what is known as the pasture lot, lying north of the Chapel and between the Creek and said Thomas M. Jackson's east line, which said pasture lot I hereby give and devise to the said Thomas M. Jackson and his wife Maria Jackson and their heirs forever. And I also give and devise to said Township the lots on which the family of M. Cook pay rents amounting to Fifty one Dollars per annum, under perpetual lease, which last mentioned lot lie next west of the property of the said Thomas M. Jackson, where he now resides; and likewise the lots on which Lyale Lodwick now lives and for which he pays rents under perpetual leases from me, amounting to Thirty-one dollars per annum; which grounds hereby given and devised to said Township of Storrs are all subject to perpetual leases by me made and yield an annual income of about Twelve Hundred Dollars, exclusive of the lot of the Rev'd Horace Bushnel, on which lot no rent will be due for several years, and the rents upon which when they shall become due I hereby bequeath to the Township of Storrs for the support of the poor of said Township.

The above described grounds, given and devised, to said Township of Storrs, together with all the rents and issues thereof forever, subject to the exception aforesaid, are given and devised upon the following express conditions and trusts, to-wit. That the said Township of Storrs shall pay to the Trustees of the Ministerial Section for Cincinnati Township, Forty dollars per annum, as the same shall become due as rent on my lease for said Fractional Section Twenty-nine forever; and that the said Storrs Township shall also pay to the "Cincinnati Orphan Asylum" One Hundred Dollars per annum forever; and to the Society for the Relief of Aged and Indigent Females Sixty Dollars per annum forever; and that the rest and residue of said annual income, being about One Thousand Dollars per annum, the said Township of Storrs, shall hold in trust, one-half thereof for the support of the Protestant Religion in said Township, and one-half thereof for the support of one or more protestant schools on said Fraction number Twenty-nine; And that to avoid disputes, or any division of the fund thus devoted to the support of religion, it shall be decided once in every ten years by a vote of all the Protestant Communicants of said Township, who may choose to vote, to what denomination of Protestant Christians, Said fund shall be appropriated for the ten years

the second page, the word "nine" on the 3" page and the word forever on the 4th page interlined before signing.

Patrick Mallon.
Thomas M. Key.
Alphonso Taft.

Whereas, on the seventeenth day of June in the year 1850, I, Ethan Stone made my last will and testament of that date, I do now hereby make and declare the following to be a codicil to the same: It is my will, that while the house and lots where I now live shall be occupied by my niece Louisa Pease and Mrs. Mary Fanar according to the provisions of my said will and testament, the taxes and assessments upon said house and lots, together with the insurance and repairs shall be paid by my executors out of my estate; and all the remainder of the rents and profits and receipts from my estate, real and personal, not specifically bequeathed or devised, after the payment of the specific legacies, shall be by my executors collected and invested for the benefit of the residuum, which is to be distributed when my said niece Louisa and Mrs. Fanar, shall cease to occupy my said house and lots as aforesaid. It is also my will and I hereby direct, that my Executors set apart, and reserve in their hands as Trustees, a sufficient amount of my Railroad stocks to produce by dividends Fifty Dollars per annum, and that they collect the dividends thereon, and pay over, to Francis Morgan grand-daughter of my deceased brother, Charles, or to her order in Cincinnati, Fifty Dollars a year during her natural life, the first payment to be made two years after my decease, provided that no money shall be paid over except upon her own order, and that no money shall be paid for any fraction of a year. And after her decease, the said stock shall be sold and distributed to my residuary legatees according to the provisions of my said will.

In witness whereof, I, Ethan Stone, have signed and sealed this instrument, as and for a Codicil to my said Will and Testament.

Ethan Stone (Seal).

Signed, published and declared as and for a Codicil to his last will and testament by the said Ethan Stone, in presence of us, who at his request and in his presence and in presence of each other, subscribe our names hereto as witnesses, July 1, 1850.

Alphonso Taft.
Thomas M. Key.

The State of Ohio,
Hamilton County, SS, SS:

PROBATE COURT.

I, Isaac B. Matson, Sole Judge and Ex-officio Clerk of the Probate Court, within and for the County aforesaid, do hereby certify the foregoing to be a true copy of the last will and testament and codicil annexed of Ethan Stone, deceased, as the same appear from the original now in this office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at Cincinnati, this 13th day of June, A. D. 1884.

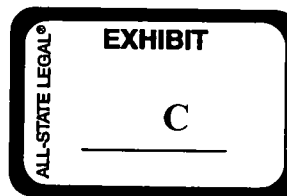
Isaac B. Matson,

Probate Judge and Ex-officio Clerk,

By W. H. Sargent, Deputy Clerk.

(Seal)

8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)
(Cite as: 8 Ohio Dec.Reprint 612, 1883 WL 4996 (Ohio Dist.))



C

District Court of Ohio, Hamilton.
MEHITABLE C. WILSON
v.
FREDERICK TISCHBEIN.

1883.

LANDLORD AND TENANT--TRUSTS.

*1 1. Where the ministerial section 29 is, by its trustees, leased perpetually to one S. the annual ground rent being devoted to the religious denominations of the township, and the act of congress of February 20, 1833, authorizes the legislature of Ohio to sell the fee, provided they had the consent of the lessee and of the inhabitants of the township, and an act of the Ohio legislature authorizes a sale by the state of the fee to any sublessee, with a right in the co-sublessees, on paying him their proportion, to receive releases from him, a sale by the state to a sublessee, without having procured the assent of the original lessee or his representatives, or the inhabitants of the township, if valid at all, does not work a merger of the estate of the original lessee, and the sublessee's rents are still to be paid. Nor does it work a merger of the ground rent due from the original lessee.

2. Where by will certain rents of perpetual leases are devised to a township, in trust for certain charities, and by annexation to a city the township is merged in the city, but the city neglects to carry out the trust, it is proper for the probate court to appoint a trustee to collect the rents, and appropriate them as required by the terms of the trust.

Error to the Superior Court of Cincinnati.

West Headnotes

Charities 75 ⚡ 47

75 Charities

75II Construction, Administration, and Enforcement

ment

75k47 k. Judicial Appointment of Trustees.
Most Cited Cases

Where by will, certain rents of perpetual leases are bequeathed to a township for certain charities, and by annexation to a city the town is merged therein, and the city neglects to carry out the trust, the probate court will appoint a trustee to collect the rents and apply them to the purposes of the trust, since equity will not permit a charitable trust to fail for want of a trustee.

Public Lands 317 ⚡ 165

317 Public Lands

317III Disposal of Lands of the States

317k165 k. Ohio. Most Cited Cases

In the patent for the Symmes or Miami purchase, the United States, in 1794, reserved lot or section 29, known as "Ministerial Section," in every township, for the purposes of religion. Act Cong.1833 authorized the state of Ohio to sell the fee of such section, provided they had the consent of the person who was its lessee, and the consent of the inhabitants of the township in which the land was situate, and the act of 1875, Ohio Laws, p. 242, authorized the governor to sell the fee in such section to the subtenant, and on payment by him to any one of his co-sublessees the purchaser should release to him. *Held*, that a sale by the state to a sublessee, without the assent of the original lessee or his representatives, or the inhabitants of the township, if valid, did not work a merger of the estate of the original lessee, and the sublessee's rents were still to be paid.

JOHNSTON, J.

*2 This is a petition in error to the Superior Court of Cincinnati, and the facts involved relate to the earliest history of this county.

In the patent to John Cleves Symmes, for the "Symmes" or "Miami Purchase," the United States

8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)
(Cite as: 8 Ohio Dec.Reprint 612, 1883 WL 4996 (Ohio Dist.))

in 1794 reserved lot or section 29, known as "ministerial section," in every township for the purpose of religion; and in 1810 the legislature of Ohio created a corporation consisting of three trustees and a treasurer, to be elected by the electors of any township containing section 29, for the purpose of taking into their care this section and leasing it out perpetually at a revaluation every fifteen years, and dividing the rent among the religious societies of the township.

Under the act of January 29, 1821, and found in 19 O. L., 89, the trustees with Stone's consent, cancelled his old lease recorded in book F 3, p. 206, of section 29, of Storrs township, given him under authority of the legislature by act of February 6, 1810, and made him a new lease in May, 1821, for ninety-nine years, renewable forever, recorded in book W 2, p. 205, at a ground rent of \$40 per year, and omitted the said revaluation provided for in his former lease.

Under this lease made to him, **Ethan Stone** made various sub-leases at greater ground rents payable to himself, from one of which plaintiff in error derives her title.

By act of congress of 1833, the United States authorized the legislature of the state of Ohio to sell the fee of ministerial section 29, on certain conditions, namely, provided they had the consent of the person who was its lessee, and the consent of the inhabitants of the township in which the land was situate.

By an act of the legislature of the state of Ohio in 1875, found in 72 O. L., 242, the authority was vested in the governor of the state on certain conditions to sell and convey by deed in fee simple the fractional section 29, to any one of the sub-tenants or sub-lessees of this ministerial section, and providing that, upon payment to him by any one of his co-sub-lessees of their proportion of the purchase money so paid by him, said purchaser should release to him.

Accordingly, in the same year, one Daniel F. Goodhue, holding a lease as a sub-tenant under the Stone lease, paid the city of Cincinnati, as the legislative act provided, the stipulated sum of \$666.66 and received a conveyance from the governor of the state, recorded in book 445, page 240, of the recorder's office of Hamilton county, purporting to give him an absolute conveyance in fee simple of the 111 acres of fractional section 29; and then, in consideration of \$600 paid him by Mrs. Wilson, the plaintiff in error herein, he released to her and her husband, Davies Wilson, by release, lots 3, 4, 6 and 7 of Taylor, Fuller & Co.'s subdivision, being part of a 17 84-100 acre tract in said fractional section 29, leased by Stone to Julius Wright perpetually at \$30 per year, as recorded in book 128, page 614; and recited in the release, that he did so by virtue of a grant made to him by the state of Ohio.

*3 In 1852, **Ethan Stone** died and in his will, being the person who made the sub-lease under which Mrs. Wilson claims title, and who had been enjoying the rents thereof, he devised these rents and sub-leases, amounting to about \$1,200 a year, on account of and in memory of his wife, who bore the maiden name of Storrs, to Storrs township, upon certain trusts, namely: that the township of Storrs should pay to the trustees of said ministerial section 29, his ground rent of \$40 per annum due from him to them under his original lease, and \$100 per year to The Cincinnati Orphan Asylum, and \$60 per year to the society for the Relief of Aged and Indigent Females, and the rest of said annual income, being about \$1,000 per year, the said township of Storrs should hold in trust, one-half thereof for the support of the Protestant religion in said township, and one-half for the support of one or more Protestant schools in said fractional section 29. This trust was accepted by Storrs township, and executed, until the township was annexed to the city of Cincinnati in 1869.

After that it seems there was a failure to carry out the trust, and thereupon in 1881 on application of one of the sub-lessees of Stone, Frederick

8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)
(Cite as: 8 Ohio Dec.Reprint 612, 1883 WL 4996 (Ohio Dist.))

Tischbein was appointed trustee by the probate court of Hamilton county, to go forward and carry out the trusts imposed by the will of **Ethan Stone**. One of the provisions of the trust was, that the perpetual lease to Stone should be kept up, by paying promptly the \$40, that Stone had covenanted to pay to the trustees, not of the township, but to the trustees of the ministerial section.

Mrs. Wilson, the plaintiff below as already stated, having received a deed from Goodhue to the fee of her portion of the 111 acres in said section, and claiming there was a merger and extinguishment of the lease hold interest, and that she was entitled to hold it free from any claim of rent, under the lease from **Ethan Stone**, refused to account for or pay her proportion of rent thereunder.

Thereupon she commenced suit against Tischbein, the newly appointed trustee and others, asking that her title might be quieted as against any and all persons claiming under the Stone lease, and that she might be declared to hold the title to her lots free and discharged from all claims for rents under said lease.

Upon the trial of the case below, in the superior court, the court there found the equities of the case to be with plaintiff, as to the parties to said suit other than Tischbein, trustee, but as to Tischbein, found that the equities of the case were with him, that he was duly appointed as trustee under the devise of **Ethan Stone**, and had the exclusive right to collect said ground rents, and also found against the city of Cincinnati; that it had no right to collect any of said ground rents, and that there was due in ground rents from Mrs. Wilson, upon lots Nos. 4, 6 and 7, of said Taylor, Fuller & Co.'s subdivision, \$15.10 per year, from 1877 to 1881, amounting to \$80.63, and adjudged that unless she paid that sum to Tischbein, trustee, within the time fixed by the court, that her leasehold estate in said lots be sold. She excepted to this judgment and prosecutes this petition in error to reverse it.

*4 It might be sufficient to dismiss this case

with the simple statement, that this court had occasion, as now constituted, some months ago to pass upon the actual law questions involved in this case. The facts there were not as they present themselves here, but it became necessary for this court to decide whether or not the conveyance of the state of Ohio to Goodhue, he being in possession under a Stone sub-lease, annulled and destroyed the lease from the trustees of said ministerial section to **Ethan Stone** and his sub-lease thereunder. For if that was the effect of that deed, of course, the trust to Tischbein would have no support. The question then was, whether a Mrs. Jackson, who was a devisee under the will of Stone, of a certain portion of these ground rents, could maintain an action for the same against Goodhue, who was in possession as a sub-tenant of Stone. It was claimed there, as Mrs. Wilson claims here, that the deed from the state to Goodhue was valid, and in accordance with law, and that it extinguished the leasehold estate in Goodhue.

The common pleas court, to which error in that case was assigned, found differently, and this court at some length, Judge Smith announcing the decision, affirmed the judgment of that court, finding that the act of the legislature of 1875, did not follow the provisions of the act of congress of 1833, which provided how the state might convey the fee simple of the ministerial section. It is hardly worth while to refer to that act in terms, but one of the significant provisions of that congressional act is, that congress, recognizing it, retained the title to this section, authorized the legislature of Ohio to sell the fee, providing the consent not only of the lessee was obtained, but also of the inhabitants of the township. In this case, the court below seems to have treated those conditions of the act of 1833, as conditions precedent, to the right of the state to convey at all, and, referring to the act of 1875, authorizing the governor of Ohio to convey to Goodhue, held, it did not contemplate the assent either of the original lessee, or the inhabitants of the township and therefore held, that nothing passed by the grant to Goodhue, and that hence all

8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)
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the questions that were ably argued by counsel for Mrs. Wilson had no foundation.

It was of course essential, and the intention of congress was that the two interested parties should be consulted before the fee should be conveyed, to-wit: The inhabitants of the township, which would, of course, embrace all, the religious element therein, and for which section 29 was reserved, and the lessee then in enjoyment of the property under the lease from the trustees of said section. And very properly they should be consulted; for while the lessee might consent to surrender his lease and buy in the fee simple, yet the cestui que trust, the inhabitants of the township, might not be willing, that the fee should be thus divested and sold, feeling that the land itself in the shape of a perpetual lease might be more permanent than if sold, and the proceeds held in some other way.

*5 In this case, as presented by this record, no assent to the sale of the fee to Goodhue was shown to have been obtained from either Stone or his legal representatives or the inhabitants of the township, and we are not prepared to say the court below erred in holding these to be conditions precedent. But even if they were not conditions precedent, and the fee did pass to Goodhue, there certainly did not pass to him anything else than a fee, incumbered with this perpetual leasehold, created by the trustees of the ministerial section in **Ethan Stone**; and, hence, a merger could not arise as presented by the facts in the case.

We can see how there could be a merger between the state and **Ethan Stone**, if living, if he purchased from the state. Where a landlord leases a piece of ground to a tenant and the tenant thereafter purchases the fee there is an extinguishment of the lease and the tenant becomes the absolute owner, but in this case there was no privity between Goodhue and the state in respect to these premises. There was privity between the state and **Ethan Stone**. Goodhue held under a different title. He held not as first lessee, from the state or township, but as sub-lessee under **Ethan Stone**, attorning to

him, and not the trustees of the section.

It is also claimed that the right of the township to collect the \$40 ground rent, reserved by the trustees of this ministerial section in their lease of 1821 to Stone, became extinguished, by reason of the fact that he had devised certain portions of the rents to the township, and, that, therefore, Mrs. Wilson is to a certain extent interested, in having this \$40 ground rent extinguished.

We cannot accept this claim. Undoubtedly, if the deed to Goodhue from the state be null and void, as was held by the court below, it leaves the original perpetual lease in full force and effect. Furthermore the devise by Stone in his will is not made for the same uses and purposes as these, to which the \$40 ground rent by the terms of the lease and the reservation in the patent to Symmes, are devoted; the devise by Stone is, after certain sums are paid, an appropriation of the balance to said township, in trust one-half thereof for the support of the Protestant religion in said township, and the other half for the support of one or more Protestant schools in said fractional section 29: whereas the \$40, exacted from Stone, under his lease, is devoted generally to all religious denominations of the township, which included Protestant and all other religious denominations as well. That, we had occasion some years ago to decide with reference to the township of Millcreek, where the youth of all schools conducted in the township were entitled to share in the income arising from the proceeds of sale of section 16, reserved originally for school purposes under the same patent.

It is our opinion, that there was no extinguishment of this original \$40 ground rent but, on the contrary as very properly argued by Tischbein, trustee, to carry out the will of **Ethan Stone**, every sub-lessee in that section is interested to see that the trustee protects his title, by paying for the trustees of the ministerial section this ground rent of \$40 per year and thus avoiding the forfeiture reserved in the original lease.

8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)
(Cite as: 8 Ohio Dec.Reprint 612, 1883 WL 4996 (Ohio Dist.))

*6 Whether by negligence or otherwise, the trustees of the ministerial section have been lost sight of, we do not know, but it is clear the \$40 should be received and held by them for the purposes intended. All religious denominations of that township are entitled to a portion of these \$40, because it is devoted to all religious organizations. The city of Cincinnati has no right to take it and devote it to other purposes. The government intended it for the uses of the religious denominations of that township. We think, therefore, that upon the whole record Mrs. Mehitable C. Wilson is merely holding as a sub-tenant under the lease of **Ethan Stone** to Justus Wright; that her lots Nos. 4, 6 and 7, of Taylor, Fuller & Co.'s subdivision, are properly chargeable with \$15.10 per annum; that said Tischbein, the trustee appointed by the probate court of Hamilton county, was properly appointed and has the right to collect these ground rents, and dispose of them as provided in the will of **Ethan Stone**.

The judgment of the court below is therefore affirmed.

Gray & Tischbein, for F. Tischbein, trustee.

Jordan, Jordan & Williams, for Mrs. Mehitable C. Wilson.

Ohio Dist. 1883
Wilson v. Tischbein
8 Ohio Dec.Reprint 612, 9 W.L.B. 61, 1883 WL 4996 (Ohio Dist.)

END OF DOCUMENT

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Number Search
Agent/Contact Name
Prior Business Name
Church Name

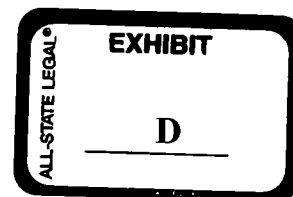
Corporation Details

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Business Name	THE CONVALESCENT HOSPITAL FOR CHILDREN AND ORPHAN ASYLUM	
Filing Type	CORPORATION FOR NON-PROFIT	
Status	Active	
Original Filing Date	01/25/1833	
Expiry Date	11/10/2016	
Location CINCINNATI	County: HAMILTON	State OHIO
Agent / Registrant Information		
ELIZABETH A. STAUTBERG 333 BURNET AVENUE CINCINNATI, OH 45229 Effective Date: 06/09/2010 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
LETTER/RENEWAL NOTICE MAILED	11/15/1985	000000065654
LETTER/RENEWAL NOTICE MAILED	06/20/1990	000000065655
CANCELED/FAILURE TO FILE/STATEMENT CONT EXISTENCE	10/22/1990	000000065656
LETTER/RENEWAL NOTICE MAILED	05/06/1996	000000065657
LETTER/RENEWAL NOTICE MAILED	03/19/2001	200107822920
CANCELED/FAILURE TO FILE/STATEMENT CONT EXISTENCE	07/19/2001	200120044962
DOMESTIC/REINSTATEMENT	09/04/2001	200124900036
LETTER/RENEWAL NOTICE MAILED	05/04/2006	200612425594
CERTIFICATE OF CONTINUED EXISTENCE	05/05/2006	200615602912
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	06/09/2010	201016100794
FICTITIOUS NAME/ORIGINAL FILING	10/05/2011	201128400784
DOMESTIC/AMENDMENT TO ARTICLES	11/10/2011	201131801315
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	07/18/1996	5576_1544
CERTIFICATE OF CONTINUED EXISTENCE	07/18/1996	5576_1544
DOMESTIC/AMENDED RESTATED ARTICLES	09/18/1963	B323_0128
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	09/18/1963	B323_0128
CERTIFICATE OF CONTINUED EXISTENCE	01/28/1964	B342_1722
CERTIFICATE OF CONTINUED EXISTENCE	01/21/1969	B598_0474
DOMESTIC/AMENDED RESTATED ARTICLES	06/01/1971	B744_0063
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	06/10/1977	E283_1325
CERTIFICATE OF CONTINUED EXISTENCE	10/07/1985	F756_1892
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	10/07/1985	F756_1892
DOMESTIC/REINSTATEMENT	08/07/1991	H186_1280
DOMESTIC ARTICLES/NON-PROFIT	01/25/1833	V031_0052
Old Names		
Effective Date	Old Name	
09/18/1963	THE CINCINNATI ORPHAN ASYLUM	

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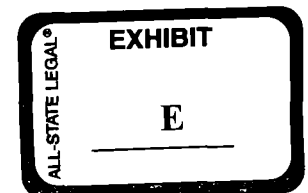
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Business Name
Business Name - Exact
Number Search
Agent/Contact Name
Prior Business Name
Church Name

Corporation Details

Corporation Details		
Entity Number	150955	
Business Name	MAPLE KNOLL COMMUNITIES, INC.	
Filing Type	CORPORATION FOR NON-PROFIT	
Status	Active	
Original Filing Date	05/05/1932	
Expiry Date	02/21/2013	
Location CINCINNATI	County HAMILTON	State OHIO
Agent / Registrant Information		
GH & R BUSINESS SERVICES INC 1900 FIFTH THIRD CENTER, 511 WALNUT ST CINCINNATI, OH 45202 Effective Date 01/26/2001 Contact Status Active		
Incorporator Information		
CONSOLIDATION		
Filings		
Filing Type	Date of Filing	Document Number/Image
CONSOLIDATION/DOMESTIC CORP/NON PROFIT	05/05/1932	A564 0697
MISCELLANEOUS FILING	05/05/1932	A564 0697
CERTIFICATE OF CONTINUED EXISTENCE	04/12/1958	B042 1023
CERTIFICATE OF CONTINUED EXISTENCE	01/28/1964	B342 1725
CERTIFICATE OF CONTINUED EXISTENCE	01/26/1971	B722 0441
MERGER/DOMESTIC	10/01/1973	B912 1496
DOMESTIC/AMENDMENT TO ARTICLES	10/23/1973	B918 0006
MERGER/DOMESTIC	07/26/1974	B990 0184
MISCELLANEOUS FILING	12/06/1978	E518 0163
MISCELLANEOUS FILING	12/06/1978	E518 0167
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TRADE NAME RENEWAL	11/28/1983	F364 1981
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DOMESTIC AGENT ADDRESS CHANGE	05/29/1986	F926 1554
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TRADE NAME RENEWAL	09/14/1988	G469 0880
MISCELLANEOUS FILING	03/01/1989	G579 1975
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MISCELLANEOUS FILING	03/04/1997	5764 1656
DOMESTIC AGENT ADDRESS CHANGE	03/04/1997	5764 1656
MISCELLANEOUS FILING	11/12/1997	6138 1628
MISCELLANEOUS FILING	11/12/1997	6138 1628
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DOMESTIC AGENT SUBSEQUENT APPOINTMENT	01/26/2001	200103000792
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DOMESTIC/AMENDMENT TO ARTICLES	02/21/2008	200806100898
Old Names		
Effective Date	Old Name	
10/23/1973	THE WIDOWS' AND OLD MEN'S HOME OF CINCINNATI, OHIO	
09/05/2000	SOUTHWESTERN OHIO SENIORS SERVICES, INC	
02/21/2008	LIFESPHERE	

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COURT OF COMMON PLEAS
PROBATE DIVISION
HAMILTON COUNTY, OHIO

FEB 22 1994

IMAGE No. 146

IN THE MATTER OF THE ESTATE OF WAYNE F. WILKE, JUDGE NO. 176

ETHAN STONE, DECEASED

ORDER DESIGNATING
RECIPIENT OF CHURCH FUND

This cause coming on to be heard upon the report of The Fifth Third Bank, Successor Trustee under the Will of Ethan Stone, Deceased, of an election held by said Trustee on October 19, 1993, among the Protestant communicants of former Storrs Township, Hamilton County, Ohio, to determine the recipient of certain income of said trust estate constituting the "Church Fund" for the ten-year period next ensuing from May 1, 1994, pursuant to the provisions of the Will of Ethan Stone, Deceased, and in accordance with the orders of this Court and the orders of the Court of Common Pleas, Hamilton County, Ohio, entered in Case No. 95351 and Case No. A-4904, and upon the evidence; and on consideration thereof, the Court finds that due notice of the holding of such election was given by publication in The Cincinnati Post as required by said orders of Court, and that said election, so held by said Trustee on October 19, 1993, was in all respects properly and fairly held in compliance with the Will of said decedent and the aforesaid orders of Court; and the Court further finds that as a result of said election the denominations represented by churches contesting for such designation as recipient of said Church Fund received votes at the respective polling places, as per the attached exhibit.

ENTERED

Wayne F. Wilke



3

The Court further finds that the Methodist denomination of Protestant Churches represented by the Price Hill United Methodist Church received the largest number of votes and is therefore entitled to receive the net Church Fund as provided in said Will of Ethan Stone, Deceased, for the ten-year period next ensuing from May 1, 1994.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that said Methodist denomination represented by the Price Hill United Methodist Church be, and hereby is, designed as the proper recipient of the net Church Fund for the propagation of the Protestant religion in the former Township of Storrs, Hamilton County, Ohio, for the ten-year period net ensuing from May 1, 1994, and The Fifth Third Bank, as Successor Trustee, is hereby directed to pay to said Price Hill United Methodist Church such net Church Fund arising under the Will of Ethan Stone, Deceased.

Judge

APPROVED:

W. Deems Clifton (C-136; 0038076)
Attorney for The Fifth Third Bank
Shepard & Clifton
1800 Carew Tower
Cincinnati, Ohio 45202
513/651-3366

ENTERED

Wayne F. Wells

EXHIBIT "A"

POLLING RESULTS OCTOBER 19, 1993

Polling Place - Price Hill United Methodist Church

	Votes
Price Hill United Methodist Church	78
Church of the Nativity-Episcopal	<u>1</u>
	79

Polling Place - Price Hill United Church of Christ

	Votes
Price Hill United Methodist Church	4
Church of the Nativity-Episcopal	<u>1</u>
	5

Polling Place - Church of the Nativity-Episcopal

	Votes
Price Hill United Church of Christ	1
Church of the Nativity-Episcopal	<u>63</u>
	64

Total Votes of Recipient:

Price Hill United Methodist Church	82
Price Hill United Church of Christ	1
Church of the Nativity-Episcopal	<u>65</u>
	148

ENTERED

Wayne F. White

Jon Husted
Ohio Secretary

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Prior Business Name
Church Name

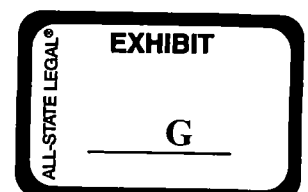
Corporation Details

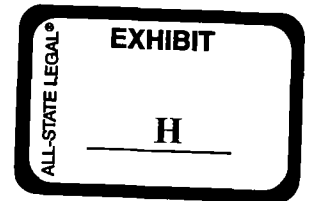
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Business Name	THE PRICE HILL UNITED METHODIST CHURCH	
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Status	Cancelled	
Original Filing Date	10/21/1885	
Expiry Date	04/13/2004	
Location: CINCINNATI	County: HAMILTON	State: OHIO
Agent / Registrant Information		
MICHAEL ROBERT TOTTEN 758 GILCREST LN CINCINNATI, OH 45238 Effective Date: 07/11/1994 Contact Status: Active		
Incorporator Information		
JACOB R. STEWART SML J SCOTT ZERAH GETCHELL		
Filings		
Filing Type	Date of Filing	Document Number/Image
LETTER/RENEWAL NOTICE MAILED	09/19/1986	000000311686
LETTER/RENEWAL NOTICE MAILED	07/22/1991	000000311687
LETTER/RENEWAL NOTICE MAILED	03/15/1999	199907401005
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DOMESTIC ARTICLES/CHURCH	10/21/1885	A020_1182
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/25/1959	B093_0309
CERTIFICATE OF CONTINUED EXISTENCE	03/25/1959	B093_0309
CERTIFICATE OF CONTINUED EXISTENCE	06/25/1963	B312_0659
DOMESTIC/AMENDMENT TO ARTICLES	03/18/1970	B668_1632
CERTIFICATE OF CONTINUED EXISTENCE	06/15/1976	E161_0526
CERTIFICATE OF CONTINUED EXISTENCE	01/12/1982	F019_2013
CERTIFICATE OF CONTINUED EXISTENCE	11/13/1986	G035_1087
CERTIFICATE OF CONTINUED EXISTENCE	10/17/1991	H223_1470
Old Names		
Effective Date	Old Name	
03/18/1970	THE PRICE HILL METHODIST EPISCOPAL CHURCH OF CINCINNATI OHIO	

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ETHAN STONE TRUST

In the patent to John Cleves Symmes, for the "Symmes" or "Miami Purchase" the United States, in 1794, reserved Section 29 in each township as a ministerial section, the rents and profits to be used for the purposes of religion and education. There was only one other case in United States history of such a situation, that was the grant to the Ohio Company, and involved the lands around Marietta, Ohio.

After the State of Ohio was formed in 1803 the Congress of the United States turned these ministerial lands over to the State Legislature.

Under the authority of the Legislature, by Act of February 6, 1810, Section 29 of Storrs Township was leased to Ethan Stone.

Under the Act of January 29, 1821, the lease, with Stone's consent, was cancelled, and he was given a new lease for ninety-nine years, renewable forever, at a ground rent of \$40.00 per year. This lease still stands, despite much litigation over the past hundred years, and to this day the present trustees pay \$40.00 per year to the City Auditor, who in turn transmits it to the Auditor of the State of Ohio for the Ministerial Fund. (It is my understanding that Ohio University was founded due to the Ministerial reservations in the Ohio Company Grant, and Miami University due to the Symmes Purchase)

By act of Congress, in 1833, the United States authorized the State of Ohio to sell the fee of these Ministerial sections, the proceeds to be deposited in the State Ministerial Fund.

As a result, Special Acts of the Legislature were passed and most of the Ministerial lands were sold to the lessees. No such action was taken however, in the case of Section 29 of Storrs Township and it is now one of the few, if not the only, sections in the United States held as Ministerial Land.

Ethan Stone died in 1852, and by his will, drawn in 1850, (witnessed by Alphonso Taft, and believed drawn by Charles Phelps, Taft's father-in-law) which was admitted to Probate in Hamilton County on April 23, 1852, he decreed that the leases covering Section 29 of Storrs Township should be forever held in trust, in memory of his wife, Abigail Storrs, for whom the Township was named, and the rents used for charitable and religious purposes.

ETHAN STONE TRUST - - CONT.

His will, believed to be the oldest will still active in the Hamilton County Probate Court, directed the Trustee, after paying the "\$40.00 to the Trustees of the Ministerial Section for Cincinnati Township as the same shall become due as rent on my lease for said Fractional Section Twenty-nine, forever;" to pay \$100.00 per annum to the Cincinnati Orphan Asylum and \$60.00 per annum to the Society for the Relief of Aged and Indigent Females (the latter payment is now being made to the Widow's and Old Men's Home, 1310 East McMillan Street." Certain specific rents are also set aside to be used for the "Poor of said Township".

The will directs that "the rest and residue of said annual income shall be held in Trust, one-half thereof for the support of the Protestant Religion in said Township; and one-half thereof for the support of one or more protestant schools on said Fraction number Twenty-nine; and to avoid disputes, or any division of the fund thus devoted to the support of religion, it shall be decided once in every ten years by a vote of all the Protestant Communicants of said Township, who may choose to vote to what denomination of Protestant Christians, said fund shall be appropriated for the ten years next ensuing said election."

In a Decree entered December 27, 1893, the Common Pleas Court of Hamilton County prescribed the manner in which the election should be conducted. Among other things, the court directed that there must be three polling places and three judges of the election at each. The polls should be open from noon until eight o'clock in the evening. (The original order provided that each ballot should be either in the English or the German Language and required notice to be published in one English and one German newspaper) "The persons entitled to vote at said election are the Protestant communicants residing in Storrs Township, male and female, over the age of fifteen years, and having the right to partake of the Communion in some Protestant Church in said Township, under and in accordance with the rules of said Church. It is not necessary that such person to be entitled to vote be a member of any Church in the Township, but only that he or she be entitled to partake of the Communion (Lord's Supper) as aforesaid, and be a Protestant and a resident of the township."

The last election was held on April 10, 1944, and as a result, the Probate Court ordered that the Church Fund income be paid to the State Avenue Methodist

ETIAN STONE TRUST - - CONT.

Church for the ten years next ensuing from May 1, 1944. The income, at present, amounts to approximately \$400.00 per year.

Judge Chase M. Davies, of the Probate Court of Hamilton County, has ordered that The Fifth Third Union Trust Company, present trustee, hold the next election on Wednesday April 21, 1954 (lacking only 2 days of 102 years from the date the will was originally admitted to Probate - 4/23/1852). The Court has designated the school rooms of Price Hill Methodist Church, Considine and Phillips Streets, St. Martin's Evangelical Protestant Church, 2652 River Road, and State Avenue Methodist Church, 645 State Avenue as the polling places.

The income devised to a Protestant School, also about \$400.00 per year, is not involved in the election. This money is being paid to St. Martin's Church as being the only Church School in Section 29 of Storrs Township, which, to the knowledge of the Trustee, meets the requirements.

Storrs Township was bounded on the North by West Liberty Street, on the east by Mill Creek, on the south by the Ohio River, and on the west by a line running north from the river at Carpenter Street, along Academy Avenue and west of Maass Avenue to Liberty.

ETHAN STONE

Ethan Stone

born - Oct. 31, 1767, Stockbridge, Berkshire Co., Mass.
died - April 20, 1852, Cincinnati, Ohio "of old age".
married - , Abigail Maria Storrs, (see below)
no issue

both are buried in Spring Grove Cemetery, Cincinnati, Ohio

Stone and his wife came to Cincinnati in 1802, in a covered wagon drawn by four horses. He was a lawyer and practised, but his eyesight failed and he retired from those duties.

1814 - he was President of the Bank of Cincinnati
Member of the Ohio Legislature, Fifth General Assembly.
Justice of the Peace,

1810 - Clerk of Council, City of Cincinnati.

1817 - One of the founders of Christ Episcopal Church, served as Vestryman,

1818 - the first warden, in 1821 was Moderator for the region from Christ Church.

He owned much property and one time lived in the handsome house at Fourth and Vine Streets which he lost in a financial crash, when he retired to his home in the country.

1818 - Subscribed to the fund which was being raised to make the Lancaster Seminary rank as a College.

1822 - Trustee of the Cincinnati College of Medicine.

He was one of the organizers of the Cincinnati Society for the Promotion of Agriculture, Manufactures and Domestic Economy, 1819; Served as its Second Vice-President.

He was an adherent and great admirer of Henry Clay.

1821-2; Stone built a handsome bridge, at the expense of \$18,000. over the mouth of Mill Creek. At first it was a toll bridge, later the County took it over. Said to have been a very fine structure.

(The above data is from Spring Grove Cemetery records; Greve's Centennial History of Cincinnati; Ford's History of Cincinnati, O.; Venable's History of Christ Church; Ford's History of Hamilton Co., O.; Diary (1842-1844) by his nephew, James Wickes Taylor; his grand-nephew James Taylor Dunn; and his 1850 will and codicil).

Abigail Maria Storrs

born - Feb. 24-1774, Lanesfield, Berkshire Co., Mass.

died - July 26, 1849, Cincinnati, Ohio.

Married - , Ethan Stone.

Daughter of Rev. Eliazer and Anna Storrs, Stockbridge, Mass.
no children.

From his nephew's diary we gather that Ethan Stone had a large country home near the mouth of Mill Creek and here built a massive tomb for himself and his wife. Young James Taylor gives us a picture of a very erudite, kindly old gentleman, well beloved in his community and household, "a gentleman of the old school", about 75 years old, benevolent and generous; with a fine memory; one of the city's oldest settlers; totally blind; living in easy circumstances in the handsome house he built at Fourth and Vine Sts., Taylor also mentions that he is witness to Ethan Stone's will, drawn up by Alphonso Taft and his father-in-law, Charles Phelps, who also signed it. ("this is the period 1842-4").

Christ Church Is Monument

To Ethan Stone, Cincinnati Pioneer Who Helped Found It; His Trust For Students Still Functions

BY JOHN F. CRONIN
(THE ENQUIRER CITY EDITOR)
ETHAN STONE was another of those pioneers of Cincinnati whose influence on the city has endured years.



His material enterprises long since have been drowned in oblivion but his efforts in behalf of the religion of his persuasion have through the years.

He was one of the founders of Christ Church, a virile influence today in the Protestant Episcopal sphere of activity in the community. And 150 years after Ethan Stone's arrival in Cincinnati, young men are finding their niche in the ministry of his religion through his munificence.

Ethan Stone was a leader and a prosperous citizen. He bequeathed part of the income from his property to a trust for the education of young men who have the desire, but not the means, to study for the ministry.

This trust to aid "indigent men to be educated for the ministry of the Protestant Episcopal Church" is in the care of the Hamilton County Probate Court. The Central Trust Co. is the current designate to handle the principal of the estate; the income is disbursed by three trustees—the Rev. Dr. J. Hollister Lynch, Bishop Henry W. Hobson and Edwin F. Pierie.

Mr. Stone was President of the Bank of Cincinnati, organized in 1814; he was an early landowner of property that today is in the rich downtown area; he was one of the founders of the Lancasterian Seminary in 1814. And his influence pervaded many other phases of the young community.

He gave assistance to a young man who came to Cincinnati from New England, Dr. John Locke, who remained to become one of the most distinguished sons of Cincinnati. The medical biographer, Dr. Otto Justiz, wrote:

"Ethan Stone, that remarkable pioneer and philanthropist, took an interest in the young stranger and aided him in establishing a non-sectarian school for young ladies (Dr. Locke's School) which enjoyed a great reputation for many years and was patronized by the best people."

YEARS LATER, the diary of James Wickes Taylor disclosed frequent references to his uncle. Mr. Taylor came to Cincinnati as a young lawyer and was associated

in practice for a time with Salmon P. Chase. He lived here only a short time. But he recorded his impressions. "A Choice Nook Of Memory, The diary of a Cincinnati Law Clerk, 1842-44" was edited by his grandson, James Taylor Dunn, and published in 1950.

He made these entries in reference to Ethan Stone:

"My Uncle Hall had often spoken to me of a maternal uncle, residing in Cincinnati, Mr. Ethan Stone, and urged me to call on him. In answer to my inquiries I learned that he was one of the oldest settlers of the city, highly respected and living in easy circumstances. . . . (he) greeted me cordially. . . . He was totally blind."

Young Taylor later lived with Mr. Stone.

"Mr. Stone himself is a most interesting relic—a perfect gentleman of the old school. Every day indicates to me some new qualities to respect and love."

"He is eminently a benevolent man. He had passed through a long and useful life, scattering around him lavish gifts of kindness and good will to others, and my instance is a proof of the freedom and extent of his generosity."

A footnote reports that Mr. Stone was a native of New Hampshire, Massachusetts.

A lawyer by profession, he retired from the field 30 years before his death. When the Bank of Cincinnati was organized in 1814, Mr. Stone became its President. Five years later he was named an officer of the Cincinnati Society for the Promotion of Agriculture, Manufacturers and Domestic Economy. He was also a Justice of the Peace and a representative in the fifth General Assembly of the state.

In 1818, he was one of eight persons who subscribed \$25,000 with the object of raising Lancaster Seminary to the college level, and in 1812 he was named a trustee of the Cincinnati College of Medicine.