

ing the same as to legality and form, as is evidenced by my approval endorsed thereon, all of which are herewith returned.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

513.

APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED, CONTRACT ENCUMBRANCE RECORD FOR A TRACT OF LAND PURCHASED BY THE STATE OF OHIO IN JACKSON TOWNSHIP, CHAMPAIGN COUNTY, OHIO.

COLUMBUS, OHIO, April 26, 1937.

HON L. WOODDELL, *Commissioner of Conservation, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your communication of recent date with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 16 and other files relating to the proposed purchase by the State of Ohio of a tract of land which is now owned of record by one Ica R. Foust in Johnson Township, Champaign County, Ohio, and which is more particularly described in the warranty deed tendered to the state by said Ica R. Foust as follows:

Beginning at the NW corner of the NW $\frac{1}{4}$ of section 15 in Johnson Township, Champaign County, Ohio, T. 3 E., R. 12 N., this corner is the common corner of the O. A. and Etta Henson, George R. Kiser and E. and L. A. Faust farms; then N. 88 deg. 36' E., 452.21 feet to a concrete monument; thence S. 0 deg. 06' W., 1150.82 feet to a concrete monument; thence S. 88 deg. 30' W., 443.13 feet to a concrete monument; thence N. 0 deg. 21' W., 1151.38 feet to the place of beginning, containing 12.00 acres, more or less. This tract of land is the 12 acre tract deeded to E. and L. A. Faust by W. A. and Ida Wibel and recorded in Deed Book No. 89, page No. 411, of the Champaign County Recorder's Office.

Upon examination of the abstract of title of the above described tract of land, which abstract is certified by the abstracter under

date of April 17, 1937, I find that Ica R. Foust has a good and indefeasible fee simple title to this tract of land and that she owns and holds the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1936, payable June 20, 1937, amounting to \$.91, and except the undetermined taxes on the property for the year 1937, which taxes, as well as the taxes for the last half of the year 1936, are a lien upon this property.

Upon examination of the warranty deed tendered by Ica R. Foust, I find that said deed has been properly executed and acknowledged by said grantor and by William J. Foust, her husband, and that the form of this deed is such that the same is legally sufficient to convey the above described tract of land to the State of Ohio by fee simple title, free and clear of the inchoate dower interest of William J. Foust, with a covenant of warranty that the premises are free and clear of all encumbrances whatsoever save and except all taxes due and payable after June, 1937, as to which there is a recital that the grantee assumes and agrees to pay such taxes as a part of the purchase price of the property.

Contract encumbrance record No. 16, which you have submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient unencumbered balance in the appropriation account to the credit of your department for the purchase of this property as a part of the Kiser Lake Project and to pay the purchase price thereof, which purchase price is the sum of \$365.95.

It likewise appears by way of recital in said contract encumbrance record, as well as by a copy of a certificate of the Controlling Board, that the purchase of this and of other property acquired or to be acquired in connection with the Kiser Lake Project, has been approved by said Board.

In this connection, it is noted that this tract of land is being acquired by the Conservation Council as a division of your department for reservoir and park purposes under the authority conferred upon the Conservation Council by Section 472, General Code; and pursuant to the authority of this section, it is noted, the Conservation Council by resolution under date of June 24, 1936, authorized the purchase of this and of other lands in connection with the particular reservoir and park project above referred to.

Inasmuch as under the provisions of section 472, General Code, above referred to, the acquisition of lands by the Conservation Council for the above stated purposes is subject to the approval of the Attorney General and since no reason appears why I should not approve the purchase of this land for the purposes above indicated, I am herewith approving the purchase and acquisition of this land as

is further indicated by my approval endorsed upon the warranty deed which Ica R. Foust has tendered to the state for the purpose of conveying to it the property above described.

The abstract of title, warranty deed, contract encumbrance record No. 16 and other files which have been submitted to me in connection with the purchase of this property are hereby approved and the same are herewith returned to the end that proper steps may be taken by your department for the issuance of a voucher covering the purchase price of this property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

514.

APPROVAL, BONDS OF NELSONVILLE CITY SCHOOL DISTRICT, ATHENS COUNTY, OHIO, \$10,000.00 (Limited).

COLUMBUS, OHIO, April 26, 1937.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.
GENTLEMEN:

RE: Bonds of Nelsonville City School District,
Athens County, Ohio, \$10,000.00 (Limited).

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise all of an issue of deficiency bonds dated May 1, 1937, bearing interest at the rate of 4% per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute a valid and legal obligation of said school district.

Respectfully,

HERBERT S. DUFFY,

Attorney General.