

government" as expressed in the constitution, but in the present state of the law I do not feel that I can categorically say that such power exists. I have accordingly confined my conclusion to an expression of the intent of the legislature as to where the duty and the coincident power in this matter should reside.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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4381.

APPROVAL, WARRANTY DEED TO LAND OF CLARENCE HELTERBRAND IN HIGHLAND COUNTY, OHIO.

COLUMBUS, OHIO, June 3, 1932.

MR. HARRY R. MCPHERSON, *Business Agent, Ohio State Archaeological and Historical Society, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination an abstract of title, warranty deed, encumbrance estimate No. 1 and a copy of the authority of the Controlling Board relating to the proposed purchase by the Ohio State Archaeological and Historical Society of forty-three acres of land, more or less, in Brush Creek Township, Highland County, Ohio, comprising a part of the so-called Fort Hill land, from Clarence Helterbrand.

The abstract, certified under date of May 5, 1932, reveals that said Clarence Helterbrand holds a good and merchantable fee simple title to said land subject to the following encumbrances:

1. A mortgage executed by said Clarence Helterbrand to the Farmers and Traders National Bank of Hillsboro, Ohio, dated May 31, 1929, to secure a note for \$250.00, upon which \$75.00 have been paid (page 13, abstract).
2. A cognovit judgment for \$248.04 with interest at 6% from October 7, 1926, and for costs of suit \$6.30 secured by W. B. Roades against Clarence Helterbrand (page 13, abstract).
3. Tax liens, enumerated by the abstracter as follows:  
"Taxes and penalties for the year 1931 in total sum of \$4.77 unpaid and a lien.  
Taxes for year 1932, amount undetermined unpaid and a lien."

The draft of the proposed deed made by said Clarence Helterbrand and Sadie Helterbrand, his wife, is executed in proper form to convey a fee simple title to the Ohio State Archaeological and Historical Society, with release of dower. Said deed states:

"Grantors are to pay (taxes?) and penalties for the year 1931 and due and payable December, 1931, and June 1932. Taxes for year 1932 and thereafter grantee assumes and agrees to pay as a part of the consideration hereof."

Encumbrance estimate No. 1 discloses that there is sufficient money in the proper appropriation account to pay for said land. The State Controlling Board has given its authority to make the purchase.

Enclosed please find all of the documents and papers whose reception was acknowledged above.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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4382.

APPROVAL, ABSTRACT OF TITLE TO LAND OF NAOMI JACOBS IN  
THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, June 4, 1932.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed form and contract encumbrance record No. 1509, relating to the proposed purchase of Lot No. 38 of Critchfield and Warden Sub-division of the south half of the north half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition, located in the City of Columbus, Franklin County, Ohio.

Upon examination of the abstract of title submitted, I find that Naomi Jacobs, the record owner of the above described property, has a good, merchantable fee simple title to the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1931 amounting to \$1.84, and excepting the taxes on this property for the year 1932, the amount of which has not yet been determined. The taxes herein mentioned are, of course, a lien upon the property.

Upon examination of the deed form submitted, I find that when said deed has been executed and acknowledged by said Naomi Jacobs, the same will be legally sufficient to convey to the State of Ohio the above described property free and clear of all encumbrances except the taxes on the property due and payable on and after June, 1932.

From an examination of contract encumbrance record No. 1509, submitted as a part of the files relating to the purchase of this property, I find that there is a sufficient unencumbered balance of the interest on the endowment fund of the Ohio State University to pay the purchase price of said property, which purchase price is the sum of \$300.00.

I am herewith returning with my approval said abstract of title, warranty deed form and encumbrance record No. 1509.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*