

5722.

APPROVAL—CONDITIONALLY, ABSTRACT OF TITLE, ETC.,  
TO FOUR TRACTS OF LAND IN NILE TOWNSHIP, SCIOTO  
COUNTY, OHIO.

COLUMBUS, OHIO, June 17, 1936.

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

DEAR SIR: As previously acknowledged, I am in receipt of your recent communication with which you submit for my examination and approval an abstract of title, certain warranty deeds, four in number, and other files relating to the purchase by the state of Ohio of five certain tracts of land in Nile Township, Scioto County, which are a part of Virginia Military Survey No. 13496 and of a tract of  $1\frac{3}{4}$  acres, more or less, as described in Deed of Hala E. Jackson to Vina Rickey, Deed Book No. 169, page 36, Scioto County Record of Deeds, and which, designated as to the names of the respective owners conveying this property to the state, are described as follows:

1. *Vina Rickey Tracts.*

(1) Beginning at the common corner of the Hala E. Jackson tract, the State of Ohio tract and the Vina Rickey tract; said corner is south  $55^{\circ} 45'$  west, 150' from the stone monument on the line between Hala E. Jackson, State of Ohio, and Jas. Borders; thence south,  $55^{\circ} 45'$  west, 352.6 feet; to a point; thence, south  $64^{\circ} .03'$  west, 85.6 feet to a point; thence, north  $0^{\circ} 35'$  west, 230.3 feet, to a point in the center line of the township road; hence along said center line, north  $89^{\circ} 1'$  east, 197.4 feet, to a point; thence north  $77^{\circ} 53'$  east, 50 feet, to a point; thence north  $64^{\circ} 55'$  east, 50 feet, to a point; thence, north  $52^{\circ} 19'$  east, 44.9 feet, to a point; thence, south  $34^{\circ} 15'$  east, 71.1 feet, to the place of beginning, containing .80 acre, more or less.

(2) Beginning at the common corner of the Hala E. Jackson tract, the southeast corner of the State of Ohio, 1.44-acre tract, as recorded in Deed Book, Volume 210, Page 5, Scioto County Record of Deeds, and Vina Rickey tract; thence, north  $74^{\circ} 27'$  east, 56.6 feet, to a point in the center line of the township road; thence south,  $1^{\circ} 50'$  east, 297 feet, to a point; thence, south  $64^{\circ} .03'$  west 19.9 feet, to a point; thence, north  $16^{\circ} 54'$  west, 283.5 feet, to a point; thence north  $51^{\circ} 45'$  west, 2.3 feet, to a point; thence north,  $74^{\circ} 27'$  east, 40 feet, to the place of beginning, containing .40 acre, more or less.

2. *Andy Sissel Tract.*

Beginning at a point in the center line of the Township road, said point being the northeast corner of Tract No. 2, of the land containing .4 of an acre, conveyed by Vina Rickey, to the State of Ohio; thence along said center line, north  $74^{\circ} 27'$  east, 95.7 feet, to a point; thence north  $89^{\circ} 1'$  east, along said center line, 10 feet, to a point; thence, south  $0^{\circ} 35'$  east, 278.6 feet, to a point; thence, south  $64^{\circ} 3'$  west, 100.1 feet, to a point; thence north  $1^{\circ} 50'$  west, 297 feet, to the place of beginning, containing .40 acre, more or less.

3. *Rosella Wampler Tract.*

Beginning at a point in the center line of the Township Road, said point is the northeast corner of the Andy and Pearly Sissel tract, and the northwest corner of the Rosella Wampler tract; thence along said center line, north  $89^{\circ} 1'$  east; 50 feet, to a point; thence, south  $0^{\circ} 35'$  east, 254.9 feet, to a point; thence south  $64^{\circ} 3'$  west, 55.6 feet, to a point; thence north  $0^{\circ} 35'$  east, 278.6 feet, to the place of beginning, containing .25 acre, more or less.

4. *Otis Rickey Tract.*

Beginning at a point in the center line of the Township road, said point is the northeast corner of the Rosella and William Wampler tract, and the northwest corner of the Otis and Inez Rickey tract, thence along said center line, north  $89^{\circ} 1'$  east, 50.5 feet, to a point; thence south  $0^{\circ} 35'$  east, 230.3 feet, to a point; thence south  $64^{\circ} 03'$  west, 55.6 feet, to a point; thence north  $0^{\circ} 35'$  west, 254.9 feet, to the place of beginning, containing .20 acre, more or less.

Upon examination of the abstract of title of the above described tracts or parcels of land, which abstract is certified by the abstracter under date of May 12, 1936, and all of which tracts or parcels of land were conveyed to the state by the respective owners thereof by several deeds under date of April 6, 1936, I find that as to the Vina Rickey tracts above described, she had a good merchantable title in and to this property at the time of the conveyance thereof to the state and that her title thereto was free and clear of all encumbrances except delinquent taxes for the year 1935 in the amount of \$2.30. These taxes are, of course, a lien upon this property, as are the undetermined taxes on the property for the year 1936.

As to the Andy Sissel tract of land above described, I find that at the

time of the conveyance of this tract to the state Andy Sissel had a good merchantable title to this tract of land and that the same was free and clear of all encumbrances except delinquent taxes on the property for the year 1935 amounting to \$1.59, which taxes, together with the undetermined taxes on this property for the year 1936, were and are a lien upon the property. In this connection, it is noted that at the time of the certification of the abstract there was pending in the Common Pleas Court of Scioto County an action filed by one John Kennedy against Andrew Sissel for money in the amount of \$135.00, which was claimed as damages resulting from an automobile collision. Inasmuch, however, as the Sissel tract of land here under consideration was conveyed to the state of Ohio by deed under date of April 6, 1936, and since, under the provisions of Section 11656, General Code, the lien of any judgment that may be entered against Andrew Sissel in the action above referred to will not become a lien upon property owned by him as of any date prior to that on which the judgment is rendered, it is not seen how the pendency of this action can affect the title to the property here in question.

As to the Rosella Wampler tract of land above described, I find that when she conveyed this property to the state of Ohio under date of April 6, 1936, she had a good merchantable title to this property and that the same was and is free and clear of all encumbrances except certain delinquent taxes on the property in the amount of \$1.02, taxes for the year 1935 amounting to \$.18 and the undetermined taxes on the property for the year 1936, all of which are a lien upon the property.

With respect to the Otis Rickey tract or parcel of land, I find that at the time he conveyed this property to the state he had a good merchantable title to the same, except a certain mortgage on the same executed by Otis Rickey and wife to one Chloe E. McGee under date of March 23, 1929. This mortgage, which is apparently now owned and held by the James E. Hannah Realty Corporation, was executed for the purpose of securing the payment of a promissory note of even date with the mortgage, in the sum of \$450.00. This mortgage has not been released of record and the same is a lien upon the Otis Rickey tract of land above described to the extent of the amount remaining unpaid upon the note thereby secured, together with the interest thereon. I further find that this tract of land is subject to the lien of delinquent taxes in the sum of \$19.42, the taxes for the year 1935 amounting to \$3.36, and the undetermined taxes for the year 1936, all of which are a lien upon this property.

Upon examination of the respective deeds, by which the above described tracts or parcels of land were conveyed to the state, I find that each and all of these deeds were properly executed and acknowledged by the several owners of these parcels of land and by their respective spouses, and that the form of each and all of these deeds is such that the same

were and are sufficient to convey the several parcels of land therein respectively described to the state by fee simple title with full covenants of warranty.

As a part of the files relating to the purchase of the several parcels of land above described, you have submitted to me certain contract encumbrance records, four in number, and numbered from 2 to 5, inclusive, covering the purchase price of this property. Contract encumbrance record No. 2 relates to the purchase of the Andy Sissel tract of land, above referred to and described. This instrument has been properly executed and signed and the same shows a sufficient unencumbered balance in the appropriation account to the credit of the Conservation Division to pay the purchase price of this particular parcel of land, which purchase price is the sum of \$400.00. Contract encumbrance record No. 3 relates to the Vina Rickey tracts of land above described. This instrument has likewise been properly executed and signed and shows a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$800.00. Contract encumbrance record No. 4 relates to the Rosella Wampler property, above referred to and described. This contract encumbrance record has been properly signed and otherwise executed and there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property, which purchase price is the sum of \$200.00. Contract encumbrance record No. 5 covers the purchase of the Otis Rickey property, above referred to and described. This instrument has been properly signed and otherwise executed and the same shows a sufficient unencumbered balance in the appropriation account to the credit of the Division of Conservation to pay the purchase price of the property therein described, to wit, the sum of \$275.00.

In connection with the purchase of the above described parcels of land, it is noted that the Conservation Council at a meeting held by it under date of February 19, 1936, approved the purchase of this property as additions to the Roosevelt Game Preserve in Scioto County. This action was taken, presumably, under the authority of Section 1435-1, General Code, which, among other things, authorizes the Conservation Council to acquire lands in the name of the state of Ohio for reforestation and as public hunting grounds.

It is likewise noted from appropriate recitals in the contract encumbrance records, above referred to, as well as from a certificate of the Controlling Board over the signature of the Director of Finance as President of this Board, that said Board under date of May 28, 1936, approved the purchase of the above described property and authorized the transfer and release of moneys from the appropriation account standing to the credit

of the Conservation Division, sufficient in amount to pay the several sums of money as the purchase prices of these tracts of land.

Subject to the exceptions above noted with respect to delinquent and/or other taxes on the several tracts of land above described, and except as to the mortgage above referred to on the Otis Rickey tract of land, the title of the several owners thereof at the time these properties were conveyed to the state of Ohio is hereby approved.

Before vouchers and subsequent warrants covering the respective purchase price of the parcels of land above described are executed and delivered to the several persons who as grantors conveyed this property to the state, your department should see that some adjustment is made with respect to the taxes on these several parcels of land, and before any voucher or warrant is issued and delivered to Otis Rickey in payment of the purchase price of the property conveyed by him to the state, your department should see to it that this mortgage is released.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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5723.

DISAPPROVAL—BONDS OF BLUE ASH RURAL SCHOOL DISTRICT, HAMILTON COUNTY, OHIO, \$38,200.00.

COLUMBUS, OHIO, June 17, 1936.

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

GENTLEMEN:

RE: Bonds of Blue Ash Rural School District, Hamilton County, Ohio, \$38,200.00.

I have examined the transcript of proceedings relating to the above bond issue.

The transcript shows that the resolution declaring the necessity of issuing these bonds and submitting the question thereof to a vote of the electors provides for a maximum maturity of twenty-five years and it was on this basis that the auditor estimated the average annual levy which would be required to pay said bonds and interest. Likewise, the resolution to proceed with the election provides for a maximum maturity of twenty-five years. The notice of election and the form of ballot which was submitted to the electors provides for a maximum maturity of twenty-four