

Office Building Commission, under present appropriations, is limited in its expenditures in connection with the state office building to the sum of five million dollars, as appropriated by the 88th General Assembly out of the general revenue fund of the state.

By way of answer to your second question, I am of the opinion that when an appropriation is made by the legislature of such part of the proceeds of the tax levies provided for in section 9, as amended in the act of the 88th General Assembly, as remains after the reimbursement therefrom of the payments made from and obligations incurred against the five million dollar appropriation made by section 11 of said act, such remaining proceeds of said tax levies will be available for expenditure by the State Office Building Commission in connection with the construction of said building; and that when an appropriation is made by the legislature of the proceeds of the sale of the Wyandotte Building and of the ninety-nine year lease on the Hartman Hotel Building said Commission may likewise use the proceeds of said sales for this purpose.

What has been said in this opinion applicable to the first and second questions presented in your communication, is, I believe, a sufficient answer to your third and fourth questions.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3188.

APPROVAL, ABSTRACT OF TITLE TO LAND OF VOLNEY S. TAYLOR
AND CARL W. MILLER IN NILE TOWNSHIP, SCIOTO COUNTY,
OHIO.

COLUMBUS, OHIO, April 28, 1931.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your letter submitting for my examination and approval an abstract of title, copy of real estate option, authority of controlling board, encumbrance estimate No. 819 and warranty deed, relating to the proposed purchase of approximately 100 acres of land situated in Nile Township, Scioto County, Ohio, from Volney S. Taylor and Carl W. Miller, said land being known as Lot F in a subdivision of a larger tract formerly belonging to George K. Flower.

An examination of the abstract of title submitted indicates that Volney S. Taylor and Carl W. Miller have a good and marketable fee simple title to said land, and that it is free and clear of all encumbrances with the exception of the taxes for 1930 and 1931. The original abstract, certified under date of December 26, 1930, indicates that there was a judgment against Volney S. Taylor in the Municipal Court of Portsmouth, Ohio, for the sum of ninety-five dollars and eight cents. However, a subsequent certificate signed by the abstracter on February 10, 1931, indicates that said judgment has been paid and that there have been no other changes in the records since the date of the original certificate to the abstract.

In order to obviate any question which might arise in case the state of Ohio should desire to sell this land in the future, I deem it advisable to point out a deed

in the chain of title which, although executed in a very anomalous manner, is nevertheless legally valid. I refer to the deed dated April 20, 1898 (page 5, Abstract), in which the four executors of Josiah Sibley made a conveyance to William H. Dodds. It appears that although this deed was signed by, and properly witnessed as to, each of the four executors, it was acknowledged by only one of them. However, it further appears that each one of the other three executors signed the instrument in the state of Georgia; that the signature of each of these three was witnessed by *two persons* and that one witness for two of the remaining three executors was a *justice of the peace*, while one of the witnesses for the third of the three remaining executors was a *notary public*. At the time this instrument was made, according to the laws of Georgia, deeds executed in Georgia, conveying Georgia lands, were not required to be acknowledged, if attested before at least *two* witnesses, one of whom was a judge of a court of record, *justice of the peace*, *notary public*, or clerk of the superior court of the county (Gaugue's Notary's and Conveyancer's Manual, Second Revised Edition, 1897, page 316). At the same time, section 4111 of the Revised Statutes of Ohio provided:

“ * * * and all deeds, * * * and other instruments of writing for the conveyance or incumbrance of lands, tenements, or hereditaments situate within this state, executed and acknowledged, or proved, in any other state, * * * in conformity with the laws of such state * * * or in conformity with the laws of this state, shall be as valid as if executed within this state, in conformity with the foregoing provisions of this chapter.”

It therefore results that this deed having been executed in the state of Georgia in accordance with the laws of Georgia is validated by the express terms of an Ohio statute declaring that deeds executed in another state for the conveyance of lands in Ohio are valid if executed in conformity with the laws of the state where the execution occurred.

Encumbrance estimate No. 819 is in proper form and shows that there remains in the proper appropriation account a sufficient balance to pay the purchase price of said land.

The warranty deed executed by Volney S. Taylor and Carl W. Miller to the state of Ohio is in proper form, with the release of dower interests, and conveys a fee simple title to the state of Ohio.

Enclosed please find all of the papers, enumerated above, which you submitted to me.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3189.

CITY COUNCIL—UNAUTHORIZED TO DESIGNATE PERSONS WITH WHOM CONTRACT, FOR PREPARING PLANS AND SUPERVISING CONSTRUCTION OF SEWAGE DISPOSAL PLANT, SHALL BE MADE.

SYLLABUS:

The council of a city which is about to construct a sewage disposal plant, may