

1435.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT ENCUMBRANCE RECORD RELATING TO THE PROPOSED PURCHASE OF A TRACT OF LAND IN FRANKLIN TOWNSHIP, PORTAGE COUNTY, OHIO, FROM ONE JULIA A. SAWYER.

COLUMBUS, OHIO, November 5, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 2192 and other files relating to the proposed purchase by the State of Ohio of a tract of land which is owned of record by one Julia A. Sawyer in Franklin Township, Portage County, Ohio, and which is more particularly described in the warranty deed which has been tendered to the State of Ohio through your department by said Julia A. Sawyer as grantor in said deed, as follows:

Being part of Township Lot No. 13 in said Township and known as the same parcel of land originally conveyed by Helen M. Hall and Sarah A. Hall to C. F. Sawyer by deed dated April 15, 1867, and recorded in Vol. 93, Page 166, Portage County Record of Deeds and more particularly described as follows: Beginning at an iron pipe on the north line of Township Lot No. 13, North 89° 32' West 302.63 feet from a marked stone at the northeast corner of said lot; thence South 89° 32' East along the north line of said lot 122.16 feet to a point; thence South 43° 01' West 340.83 feet to a point on the north line of Summit Street (60 ft. wide); thence North 47° 38' West along the northerly line of said Summit Street a distance of 90.00 feet to an iron pin on the easterly line of a 0.75 acre tract of the State of Ohio; thence North 43° 01' East along the westerly line of Grantor's property 259.24 feet to the place of beginning and containing 0.6199 acres of land, be the same more or less, subject to all legal highways as surveyed September 15, 1937, by P. H. Evans, Registered Surveyor.

Upon examination of the abstract of title which is certified by the abstracter under date of August 16, 1937, I find that said Julia

A. Sawyer has a good and indefeasible fee simple title to the above described parcel of land and that she owns and holds the same free and clear of all encumbrances except the taxes on the property for the year 1937, which are a lien upon the property.

Inasmuch, however, as considerable time has elapsed since the certification of this abstract, it is suggested as a matter of precaution that a further check of the title of this property be made with respect to possible liens and encumbrances which may have been placed upon this property since the date of the certification of the abstract of title, above stated.

Upon examination of the warranty deed tendered by said Julia A. Sawyer, I find that this deed has been properly executed and acknowledged by her as the grantor in this deed and that the form of this deed is such that it is legally sufficient to convey this property to the State of Ohio by fee simple title with a covenant of warranty that the property is free and clear of all encumbrances whatsoever except the taxes on the property for the year 1937, as to which the deed contains the recital that the grantee assumes and agrees to pay such taxes. If you or the officials of Kent State University, for the use of which this property is being purchased, have made an agreement with the grantor with respect to the payment of the taxes on the property for the year 1937, that is a matter to be worked out by and between the parties concerned. Although, as to this, it may be noted that the lien on real property for the taxes thereon imposed by the provisions of Section 5671, General Code, is the lien of the State itself and such lien will, of course, become merged and lost in the fee simple title in and by which the State of Ohio will own this property after the transaction for the purchase of the same is closed by the acceptance of the deed and the payment of the purchase price.

Upon examination of contract encumbrance record No. 2192, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is a sufficient balance in the appropriation account to the credit of Kent State University created by Amended Senate Bill No. 315 to pay the purchase price of this property, which purchase price is the sum of \$7500.00.

Although I do not find in the files submitted to me any certificate in the usual form that the Controlling Board has approved the purchase of this property and has released from the appropriation account to the credit of Kent State University the money necessary to pay the purchase price of the property, this fact does appear by way of recital in the contract encumbrance record, and I am inclined

to accept said recital as a true statement of the facts in regard to this matter.

I am, accordingly, approving the title of Julia A. Sawyer in and to the above described property as of the date of the certification of the abstract of title submitted to me and I am likewise approving the warranty deed, contract encumbrance record and other files submitted to me in connection with this matter, all of which files are herewith returned to you for proper action on your part and on the part of the officials of Kent State University in closing the transaction for the purchase of this property in line with this opinion and the suggestions herein made.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1436.

ENACTMENT OF GENERAL ASSEMBLY—AMENDED SENATE BILL NO. 287—ENROLLED BILL—ORIGINAL BILL—DISCREPANCY — DULY AUTHENTICATED AND FILED ENROLLED BILL IS THE LAW—HOURS OF LABOR FOR GIRLS WHO ARE MINORS—SECTIONS 12996 AND 1008-2, G. C., INTERPRETED.

SYLLABUS:

1. *Where there is a discrepancy between the language of an enactment as it appears on the enrolled bill duly authenticated and filed in the office of the Secretary of State and the language of the original bill as it appears on the journals of the House and Senate, the law is as it is worded in the duly authenticated and filed enrolled bill.*

2. *Inasmuch as Section 12996, General Code, as it appears in Amended Senate Bill No. 287 specifically authorizes the employment of girls between 16 and 21 in mercantile establishments for ten hours on Saturdays and on days specified in Section 1008-2, General Code, the provisions of Section 1008-2 which prohibit the employment of females under 18 years of age for more than eight hours on Saturdays and the days specified (as well as on all other days) cannot be enforced.*

COLUMBUS, OHIO, November 8, 1937.

HON. O. B. CHAPMAN, *Director, Department of Industrial Relations, Columbus, Ohio.*

DEAR SIR: Your letter of recent date is as follows: