1435.

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

COLUMBUS, OHIO, January 21, 1930.

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

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, encumbrance estimate and controlling board certificate relating to the proposed purchase of a tract of land containing three hundred acres in Nile Township, Scioto County, Ohio, which is owned of record by Volney S. Taylor and C. W. Miller and which is more particularly described in said deed as follows:

"Being part of Virginia Military Surveys Nos. 15834, 15878 and 15317—Beginning at a pin oak as described in former deeds N. 77½° W. 66 poles to two pines N. 33½° W. 20.5 poles to a pine; N. 11½° E. 51.05 poles to a chestnut oak N. 45° W. 32.2 poles to three pines; S. 80½° W. 22.5 poles to a chestnut; S. 39½° W. 29.65 poles to a pine N. 88½° W. 26 poles to a pine; N. 41° W. 31½ poles to a pine N. 66° W. 14 poles to a double chestnut oak; S. 74° W. 26 poles to a chestnut oak; S. 33½° W. 20 poles to a chestnut oak; S. 82¾° W. 32.75 poles to a stake; S. 7° E. 232.2 poles to a pine stump; S. 9½° E. 22.5 poles to a chestnut oak; S. 67° E. 31 poles to a pine on a ridge; N. 68½° E. 69.7 poles to a stake; N. 54½° W. 73.5 poles to a white oak; N. 39½° E. 26 poles to a white oak; S. 58½° E. 70.75 poles to a beech; N. 79½° E. 43.20 poles to a white oak; S. 43½° E. 14.75 poles to a white oak; N. 48½° E. 24.25 poles to a white oak; thence N. 3° W. 132 poles to the place of beginning containing three hundred (300) acres be the same more or less.

Being the same land conveyed to Edward Cunningham by Daniel Clotts and wife on December 8th, 1919."

An examination of the abstract of title submitted shows that said Volney S. Taylor and C. W. Miller have a good and indefeasible fee simple title to the above described property with the exception of the oil, gas and other minerals therein contained, which minerals have been reserved by several grantors in former deeds in the chain of title to this property, said reservations carrying the right to enter in and upon said property and to remove therefrom the minerals reserved.

From the abstract it appears that the above described property owned by said Volney S. Taylor and C. W. Miller, is free and clear from all encumbrances except the taxes for the year 1929, amounting to $13.68 which is due and payable in June, 1930. From the form of the statement with respect to the matter of taxes contained in the certificate of the abstractor, I take it that the taxes for the first half of the year 1929 have been paid and that the sum of $13.68 above mentioned represents the taxes for the last half of the year 1929, which are a lien on the property in the amount stated.

An examination of the warranty deed tendered to the State of Ohio by said Volney S. Taylor and C. W. Miller, shows that the same was properly signed and executed by said grantors and their respective wives. The named grantee in said deed is "the State of Ohio, its successors and assigns, for use of the Agricultural Experiment Station, Division of Forestry." This deed should be corrected so that the named grantee therein will be "the State of Ohio, its successors and assigns," without condition or limitation as to the department or division of the state government which is to make use of said lands.

It is noted that the habendum clause in said deed is "to said grantee," and does

not contain thereafter the words "its successors and assigns." In view of the provisions of Section 8510-1, General Code, as enacted by the act of March 5, 1925, 111 O. L. 18, this omission is probably immaterial. It is suggested, however, that in the execution of the new deed that these words of perpetuity be inserted in their proper place in said habendum clause.

As a matter of precaution, it is suggested that the notary public in taking the acknowledgment of the grantors and their respective wives to the corrected deed, observe the requirements of Section 123, General Code, as amended by the act of March 30, 1929, 113 O. L. 56.

From a comparison of the description of the property set out in the deed with the description set out in the caption of the abstract, and with the map of the land which is made a part of the abstract, I am inclined to the view that there is a mistake in the first call of the description set out in the deed tendered, and that said call should read "Beginning at a pin oak as described in former deeds N. 77½° W. 6.6 poles to two pines." In any event care should be taken to see that a correct description of the land is contained in the corrected deed.

Said deed is disapproved for the reason first above assigned. The corrected deed, of course, should be submitted to this department before the transaction with respect to the purchase of this property is closed.

I have examined encumbrance estimate No. 5844, submitted as a part of the files relating to the proposed purchase of this property and find the same to be defective as submitted, for the reason that it has not been signed by the Director of Finance. Otherwise said encumbrance estimate is in proper form and shows that there are sufficient balances in a proper appropriation account to pay the purchase price of this property. It is likewise noted from the certificate of the Controlling Board that the necessary money to pay the purchase price of this property has been released by said Controlling Board.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate No. 5844 and Controlling Board certificate above referred to.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1436.

COUNTY LAW LIBRARY ASSOCIATION—MONEY ARISING UNDER PROVISION OF SECTION 3056, GENERAL CODE, PAYABLE TO SUCH ASSOCIATION—TRANSFERRING TITLE TO PROPERTY, PURCHASED WITH SUCH MONEY, TO MUNICIPAL LAW LIBRARY ILLEGAL.

SYLLABUS:

1. *Under the provisions of Section* 3056, *General Code, as amended by the* 88*th General Assembly,* 113 *O. L.* 249, *Municipal Courts are required to turn over to the county law library association all fines and penalties assessed and collected for offenses and misdemeanors prosecuted in the name of the state after deducting a portion thereof equal to the compensation allowed by the county commissioners to the judges, clerk and prosecuting attorney of such court, excepting such fines and penalties as the law specifically provides shall be paid into some definite and specific treasury. Provided, however, that in no month shall the amount turned over to the law library be less than fifteen per cent of such fines and penalties so collected, without the deduction of the allowances above mentioned.*