

51.

APPROVAL—BONDS OF WARD RURAL SCHOOL DISTRICT,
HOCKING COUNTY, OHIO, \$1,610.00.

COLUMBUS, OHIO, January 27, 1937.

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

52.

APPROVAL — BONDS OF HUBBARD EXEMPTED VILLAGE
SCHOOL DISTRICT, TRUMBULL COUNTY, OHIO, \$35,000.00.

COLUMBUS, OHIO, January 27, 1937.

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

53.

APPROVAL—BONDS OF ELLSWORTH RURAL SCHOOL DIS-
TRICT, MAHONING COUNTY, OHIO, \$3,000.00.

COLUMBUS, OHIO, January 27, 1937.

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

54.

APPROVAL—ABSTRACT OF TITLE, ETC., TO LAND IN ERIE
TOWNSHIP, OTTAWA COUNTY, OHIO—HARRY KERR.

COLUMBUS, OHIO, January 27, 1937.

HON. EMIL F. MARX, *Adjutant General, Columbus, Ohio.*

DEAR SIR: You lately submitted to this office for examination and approval an abstract of title, warranty deed, contract encumbrance record

No. 195 and other files relating to a tract of land which is owned of record by Harry Kerr and Jessie Kerr in Erie Township, Ottawa County, Ohio, and which is more fully described in the deed which has been tendered to the State of Ohio as:

“Being the west half of the southeast quarter of Section No. Twenty-eight (28), Town Seven (7), Range Sixteen (16) containing 80 acres. Excepting therefrom 30 acres off the south end of the above described tract heretofore sold and conveyed to W. B. Gordon and Dorothea Gordon by warranty deed under date of January 7, 1911, which deed is recorded in Vol. 69, page 328, Ottawa County Deed Records, leaving 50 acres more or less hereby conveyed, but subject to all legal highways.”

Upon examination of the abstract of title submitted, which abstract of title is certified by the abstracter under date of October 15, 1936, I find that as of said date Harry Kerr and Jessie Kerr, as tenants in common, had a good merchantable fee simple title to the above described tract of land and that they owned and held the same free and clear of all encumbrances except the taxes on this property for the year 1936, which taxes are unpaid and are a lien upon the property. At the time of the certification of this abstract the amount of the taxes on this property for the year 1936 had not been computed. These taxes have doubtless by this time been determined and have been extended upon the tax list and duplicate. Provision should be made for the payment of these taxes before the transaction is closed for the purchase of this property.

Considerable time has now elapsed since the certification of this abstract under date of October 15, 1936, and in view of this fact a further check should be made by the abstracter in the proper offices in the Ottawa County Court House to ascertain whether any liens or other encumbrances have been placed or charged against this property since the date of the certification of the abstract. Likewise, as a matter of precaution you or your agents in charge of negotiations for the acquisition of this property should note whether there have been any recent building operations on this property which might result in the filing of mechanic's lien or liens covering labor or material furnished on such building construction.

I assume that Harry Kerr and Jessie Kerr, the owners of record of the above described property, are in actual physical possession of the property. As to this, it is to be observed that if any other person or persons are in possession of this property or of any part thereof under claim of right, the State of Ohio and you as the authorized officer and agent

of the state would be required to take notice of the rights, if any, of such third persons whatever such rights may prove to be.

Upon examination of the warranty deed tendered by Harry Kerr and Jessie Kerr, I find that said deed has been properly executed and acknowledged by said grantors and that the form of this deed is sufficient to convey this property to the State of Ohio by fee simple title, free and clear of the inchoate dower interest which each of these grantors may have in the undivided interest of the other in this property. It is further noted that this deed contains a covenant that the title to this property is conveyed to the state free and clear of all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 195 which has been submitted as a part of the files relating to the purchase of the above described property, I find that said contract encumbrance record has been properly executed in the manner provided by section 2288-2, General Code, and that as of the date of the execution of said contract encumbrance record, to wit, November 27, 1936, there was a sufficient unencumbered balance in the appropriation account to the credit of your department for the purchase of this property to pay the purchase price of the same, which purchase price is the sum of \$23,000.00. I note in this connection that the contract encumbrance record has not been approved by the Director of Public Works. In view of the provisions of section 154-40, General Code, authorizing and empowering the Director of Public Works to acquire property for the state and for the several offices and departments of the state, it is suggested that before these files, together with your voucher, are submitted to the Auditor of State for his warrant covering the purchase price of this property, his approval of the purchase of this property be secured and evidenced by his signature on this contract encumbrance record. It is noted further that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account the money necessary to pay the purchase price of this and other lands being acquired by the state through your department as an addition to and extension of the site and grounds of Camp Perry.

Subject only to the exceptions, observations and suggestions above made, I am herewith approving the title of Harry Kerr and Jessie Kerr in and to the above described tract of land. I am likewise approving the warranty deed which has been tendered to the state by Harry Kerr and Jessie Kerr and, subject to the suggestion with respect to the approval signature of the Director of Public Works, said contract encumbrance

record as well. I am herewith returning to you said abstract of title and other files above referred to.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

55.

MEMBER OF FIRE DEPARTMENT—TWO-PLATOON SYSTEM
—SUBJECT TO CALL WHEN OFF DUTY, IN ACTUAL
SERVICE—SUBSTITUTE FIREMAN PAID ONLY FOR
TIME ON DUTY.

SYLLABUS:

1. *A duly appointed and active member of a fire department, operating under the two platoon system, who regularly works during recurring duty hours and who is subject to call while off duty during regularly recurring rest hours, is in actual service during said rest hours.*

2. *The Chief of such fire department may call a substitute fireman to duty in the place of a regular fireman and such substitute fireman should be paid for the actual time served by him. He is not entitled to pay for a corresponding rest period on the following day.*

COLUMBUS, OHIO, January 27, 1937.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN: I am in receipt of your letter of recent date, which reads as follows:

“We are enclosing herewith letter from E. E. Erb, City Solicitor, Marietta, Ohio, in which he asks a question for which we have no precedent.

The Fire Department of that city is operated on the two platoon system, by which a fireman is on duty 24 hours and then off duty 24 hours. A regular fireman requests leave of absence for one day and a regular substitute fireman is employed in his place.

Question. If one of the regular firemen notifies the Chief that he desires to be off duty for a period of 24 hours and consent is granted, and a regular substitute fireman is asked to and does work for a period of 24 hours for the regular fireman,