

General Code is restricted to a maximum of \$1,500,000, or whether the maximum so fixed applies only to the case of agreement between the board of administration and the board of county commissioners.

The significant parts of section 2034-3 are as follows:

"If the board of administration and county commissioners cannot agree upon a price to be paid and received for said property not to exceed one million five hundred thousand dollars, a board of arbitration and award consisting of three members shall be constituted and appointed as follows: * * * It shall be the duty of the board of arbitration and award to survey the lands and buildings owned by the county of Hamilton and used for the Longview hospital and the county infirmary, or so much thereof as in the judgment of the board of administration may be needed, and ascertain and determine their true value in money and make award thereof, which award shall be certified to the Ohio Board of Administration and the commissioners of Hamilton county. The amount so fixed by the board of arbitration and award as the true value of such property shall be the price at which the state may purchase, and four per centum thereof shall be the annual rental to be paid by the state, which rental shall be paid in semi-annual installments."

If the intent of the General Assembly is to be derived entirely from the grammatical construction of this section, there can be no doubt but that the limit of \$1,500,000 applies only to the agreement authorized to be entered into between the board of administration and the county commissioners, and we find nothing in the further provisions of this section to warrant extending this limit beyond the specific terms of the section. The language of the section following this is significant. After the award is made by the board of arbitration, the value so fixed is not a value to which the state is bound, but merely a value at which the state may purchase. After the award is so fixed, two steps are necessary before the state can become bound to purchase at that price:

- (1) The General Assembly must have made an appropriation sufficient to meet the obligations imposed by any contract proposed to be entered into;
- (2) The Director of Public Welfare as successor to the Board of Administration must determine that it is wise for the state to purchase at that price.

If either one of these conditions is absent, no legal relationship exists between the county and the state.

You are therefore advised that the limit of \$1,500,000 does not apply to the price to be fixed by a board of arbitration.

Respectfully,
C. C. CRABBE,
Attorney General.

1244.

ABSTRACT, STATUS OF TITLE, STRIP OF LAND 420 FEET IN LENGTH BY 85 FEET IN WIDTH, SITUATED IN COUNTY OF OTTAWA, VILLAGE OF PORT CLINTON, OHIO.

COLUMBUS, OHIO, March 6, 1924.

HON. FRANK D. HENDERSON, *Adjutant General of Ohio, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract consisting of five sections inquiring

as to the status of the title to a tract of land situated in the county of Ottawa, village of Port Clinton, Ohio, said tract being a strip of land 420 feet in length by 85 feet in width, which is a part of West Market street, said street having been recently vacated by the village of Port Clinton.

Under the rule laid down in *Traction Co. vs. Parish*, 67 O. S. 181, it would seem that the title to premises under such circumstances upon the vacation of the street would revert to the adjoining lot owners. It is understood that the purpose is to donate said premises to the state for armory purposes.

After an examination, it is my opinion that said abstracts disclose the title to the lots adjoining said street to be as follows:

The north part of Lot No. 7 in Block 5 to be in the name Paul Newman, the south portion of Lot No. 7 of Block 5 to be in the name of Felix Courchaine; Lot No. 8 of Block 5 to be in the name of Edward Bertsch; Lot No. 9 of Block 5 to be in the name of Mary J. Hopfinger; Lots Nos. 10 and 11 in Block 5 to be in the name of Minerva Weirman; Lot No. 1 of Block 6 to be in the name of the New York Central Railroad and Lots Nos. 8, 9, 10 and 11 in Block 6 to be in the name of Clara Lutts Glavin.

A deed has been submitted executed by M. V. Wierman and husband, Edward Bertsch and wife, Clara L. Glavin and husband, Felix H. Courchaine and wife, and Mary Hopfinger, sufficient to convey to the state any interests that they may have in the premises heretofore described. However, you should determine that Mary Hopfinger is an unmarried person before accepting the conveyance, for the reason that if she has a husband living he would have a dower in the premises.

Also a deed has been submitted by Paul Newman, which is sufficient to convey his interests in said premises to the state. However, it is suggested that before this deed is finally accepted, that you determine whether Paul Newman is a married man. If so, his wife should join in said conveyance.

There also has been submitted a quit claim deed executed by the New York Central Railroad Company, quit claiming to the state all of its interest in said premises, excepting a right of way for the maintenance and operation of its railroad over a strip 60 feet wide, more thoroughly described in the deed.

I am returning herewith said abstracts and deeds.

Respectfully,

C. C. CRABBE,

Attorney General.

1245.

SEARCH WARRANT—CANNOT BE ISSUED BY MAYOR TO STATE PROHIBITION OFFICER, SHERIFF OR CONSTABLE

SYLLABUS:

A search warrant cannot be issued by a mayor to a state prohibition officer, a sheriff, deputy sheriff or constable.

COLUMBUS, OHIO, March 6, 1924.

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

GENTLEMEN:—This will acknowledge receipt of your letter of February 27th, as follows: