

2117.

APPROVAL, ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE ESTIMATE RELATING TO PROPOSED PURCHASE BY STATE OF OHIO OF LAND OF CHARLES E. COE IN CLINTON TOWNSHIP, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, July 21, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate No. 566, relating to the proposed purchase by the State of Ohio of a certain tract of land owned of record by one Charles E. Coe in Clinton Township, Franklin County, Ohio, which tract of land is more particularly described as follows:

“Being in the third quarter of the first township in the 18th range of the U. S. Military Lands:

Beginning at an iron pin in the intersection of Lisle Pike and the Olentangy and Scioto River Pike; thence north eighty-six degrees, forty and one quarter minutes west (N. 86 deg. 40¼ min. W.) two thousand four hundred sixteen and fifty seven hundredths (2416.57) feet to a stone on the township line; thence south three degrees three and one half minutes west (S. 3 deg. 3½ min. W.) one thousand three hundred seventeen and nine hundredths (1317.09) feet, with said township line to a stone at northwest corner of lands owned by State of Ohio; thence south eighty-seven degrees thirty-nine and one half minutes east (S. 87 deg. 39½ min. E.) with north line of land owned by State of Ohio two thousand eight hundred fifty-four and eighty-seven hundredths (2854.87) feet to an iron pin in center of Lisle Pike; thence north three degrees forty-six and one quarter minutes west (N. 3 deg. 46¼ min. W.) with said pike five hundred seventy-six and twenty-eight hundredths (576.28) feet to a stake; thence north eight degrees thirty and three-fourths minutes west (N. 8 deg. 30¾ min. W.) with center line of said pike one hundred seventy-seven and twenty-two hundredths (177.22) feet to a stake; thence north twenty degrees four and one-half minutes west (N. 20 deg. 4½ min. W.) one hundred fifty-two and sixty-five hundredths (152.65) feet to a stake in center of said pike; thence north twenty-nine degrees nine and one-half minutes west (N. 29 deg. 9½ min. W.) with Lisle Pike one hundred ninety-one and fifteen hundredths (191.15) feet to a stake; thence north thirty-four degrees forty-three minutes west (N. 34 deg. 43 min. W.) with said pike two hundred eighty and two tenths (280.2) feet to iron pin at the place of beginning, containing eighty and eighty-six hundredths (80.86) acres.”

Upon examination of the abstract of title submitted I find that said Charles E. Coe has a good, indefeasible fee simple title to the above described tract of land, free and clear of all encumbrances except the undetermined taxes for the year 1930, a balance of thirty-one dollars and sixty-one cents (\$31.61) on the assessment for the improvement of Hess Road No. 1 and except a certain pipe line easement in and upon the above described and other lands of the said Charles E. Coe granted to the Ohio Fuel Supply Company in the year 1905 by Almon F. Coe, then the owner of said property.

Upon examination of the warranty deed tendered to the State of Ohio by said Charles E. Coe I find that the same is properly executed and acknowledged by said

Charles E. Coe and by Mabel E. Coe, his wife, and that said deed is in form sufficient to convey the above described property to the State of Ohio in fee simple, free and clear of the inchoate dower interest of said Mabel E. Coe and free and clear of all encumbrances whatsoever except taxes and assessments due in December, 1930, and thereafter.

Upon examination of encumbrance estimate No. 566 I find that the same has been properly executed and approved and that, as shown by the terms thereof, there is a sufficient balance in the proper appropriation account to pay the purchase price of this property, which is the sum of sixty-four thousand six hundred and eighty-eight dollars (\$64,688.00).

I am herewith returning with my approval said abstract of title, warranty deed, encumbrance estimate No. 566 and the other files submitted to me relating to the purchase of the above described property.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2118.

ROAD IMPROVEMENT—PETITION OF PROPERTY OWNERS NOT ACTED UPON WITHIN STATUTORY TIME BY COUNTY COMMISSIONERS—PASSAGE OF RESOLUTION OF NECESSITY EVINCES INTENTION NOT TO PROCEED UNDER SAID PETITION—SPECIAL ASSESSMENT NOT CANCELLABLE.

SYLLABUS:

1. *When a petition is presented to a board of county commissioners for a road improvement requesting that a portion of the road be constructed each year until completed, and no action is taken by the commissioners upon such petition until the following year, at which time the commissioners view the line of the proposed improvement, it will be presumed that the commissioners have resolved not to proceed under the petition when they again view the proposed improvement the next year and unanimously pass a resolution declaring the necessity of improving a part of such road without including in such resolution any reference to the petition filed two years previous to the passage of such resolution.*

2. *There is no provision of law authorizing a board of county commissioners to cancel and set aside special assessments which have been previously levied to pay a part of the cost of a road improvement.*

COLUMBUS, OHIO, July 21, 1930.

HON. C. G. L. YEARICK, *Prosecuting Attorney, Newark, Ohio.*

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

“In 1928, the board of county commissioners of Licking County received a petition from property owners seeking the improvement of a certain county road. The commissioners, by unanimous vote, adopted a resolution for the carrying out of such improvement. Four miles of such road were to be built, a mile or so at a time until completed, the county and township each participating to the extent of thirty-five per cent of the cost of the proposed improvement, and the property owners to the extent of thirty per cent of such cost. One mile of this road was built in 1928.

In 1929, some dissatisfaction having been expressed to the commissioners over the then existing arrangement, the board determined to complete the