

chase of this property by making the proper notation of my approval on said deed. I am herewith returning to you for your further attention said abstract of title, warranty deed, contract encumbrance record No. 24 and the other files which were submitted to me.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

20.

APPROVAL—CERTIFICATE OF TITLE, ETC., TO LAND IN  
SALEM TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, January 20, 1937.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certificate of title, warranty deed, contract encumbrance record No. 15 and other files relating to the proposed purchase of a tract of land which is owned of record by Harry J. Crawford and John T. Crawford in Salem Township, Jefferson County, Ohio. This tract of land is a part of Section 18, Township 10, Range 3, in said civil township and county and is more particularly described as follows:

Beginning at a point in the east line of said Section, 1881 feet north of the southeast corner of the Section, said point being the southeast corner of lands of Harry J. Crawford; thence with the southerly line of Harry J. Crawford, South  $68^{\circ} 00' W.$  401 feet; thence North  $45^{\circ} 00' W.$  726 feet; thence North  $38^{\circ} 30' W.$  231 feet; thence North  $52^{\circ} 00' W.$  192 feet to the southeast corner of a 7.5 acres tract, as deeded by Harry Crawford to the State of Ohio; thence with the line of said 7.5 acre tract, and running North  $38^{\circ} 15' E.$  220.63 feet; thence North  $58^{\circ} 50' W.$  105.8 feet; thence North  $56^{\circ} 27' W.$  240.05 feet; thence North  $51^{\circ} 49' W.$  484.65 feet; thence North  $38^{\circ} 08' W.$  397.7 feet; thence North  $60^{\circ} 15' W.$  15.32 feet to an original corner of the aforesaid Crawford tract; thence with the original line of Crawford, North  $10^{\circ} 30' W.$  82.5 feet; thence North  $4^{\circ} 30' W.$  462 feet to a corner between Crawford and William H. Ramsey; thence with the line between Crawford and Ramsey, South  $54^{\circ} 48' E.$  2255 feet;

thence North 79° 00' E. 183.2 feet to a point on the east line of Section 18, and the corner common to Crawford and Ramsey; thence with the Section line. South 917.4 feet to the beginning.

Containing 39.49 acres. as conveyed by this description, together with the exception as noted in the deed from Harry Crawford to the State of Ohio, and as described in Deed Book 162, Page 362, of the Records of said County, and containing 0.68 acres, making a total of 40.17 acres conveyed by this deed.

The tract of land above described was originally a part of a fifty-acre tract of land owned by the persons above named who on or about November 2, 1934, conveyed out of the same to the State of Ohio a smaller tract of 7.5 acres which is now being used by the Division of Conservation as a part of the Jefferson State Reservoir and Park.

In consideration of the title to the above described tract of land, I have examined the abstract of title which was submitted to this office at the time of the purchase of the 7.5-acre tract of land above referred to, with the certificate of title supplementing the same, which certificate of title is executed as of December 14, 1936. Upon examination of this abstract of title and certificate. I find that as of the date of said certificate, to-wit, December 14, 1936, Harry J. Crawford and John T. Crawford had a good and indefeasible fee simple title in and to the above described tract of land and that the same is free and clear of all encumbrances with the exception of the taxes on the property, as to which no statement is made in the certificate of title. Inasmuch as the warranty deed tendered by Harry J. Crawford and John T. Crawford contains a covenant that this property is free and clear of all encumbrances whatsoever, I assume that the grantors are to pay all taxes which are now a lien upon this property. It is suggested, therefore, that before the transaction for the purchase of this property is closed by your department, an investigation be made for the purpose of ascertaining the amount of taxes or assessments that are a lien upon the property and that provision be made for the payment of the same before the execution and delivery of the warrant covering the purchase price of the property.

Upon examination of the warranty deed tendered to the state by Harry J. Crawford and John T. Crawford, I find that said deed has been properly executed and acknowledged by said grantors and by their respective spouses, Jemima Crawford and Helen W. Crawford, who likewise join in the granting clause of said deed. The form of this deed is such that the same is legally sufficient to convey the above described tract of land to the State of Ohio by fee simple title, free and clear of the dower interests of the spouses of said grantors, above named,

with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 15 has been properly executed and the same shows that as of the date of the execution thereof, to wit, December 22, 1936, there was a sufficient unencumbered balance in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$4,017.00. It likewise appears from a recital contained in said contract encumbrance record, as well as from the certificate of the Controlling Board, that the purchase of this property has been approved by said Board and that money has been released from the proper appropriation account in an amount sufficient to cover the purchase price of the property.

I note further in this connection that the Conservation Council, acting pursuant to the authority conferred upon it by Section 472, General Code, has approved and provided for the purchase of this tract of land for use as a part of Jefferson State Park as is evidenced by a copy of the resolution of the Conservation Council which has been submitted as a part of the files relating to the purchase of this property.

Subject only to the exception above noted with respect to the taxes on this property, I am approving the title to this property and the files submitted to me in connection therewith, as well as the warranty deed and contract encumbrance record above referred to. Inasmuch as under the provisions of Section 472, General Code, above referred to, the purchase of this property for park purposes is subject to the approval of the Attorney General and since no reason appears why the purchase of this property should not be approved by this office, I am approving such purchase as evidenced by my approval endorsed upon the deed tendered to the state by the grantors above named. I am herewith returning to you all of the files which have been submitted in connection with the proposed purchase of this land.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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21.

APPROVAL—BONDS OF CLEVELAND CITY SCHOOL DISTRICT, CUYAHOGA COUNTY, OHIO, \$20,000.00.

COLUMBUS, OHIO, January 21, 1937.

*Industrial Commission of Ohio, Columbus, Ohio.*