

It is accordingly my opinion that these bonds constitute a valid and legal obligation of said school district.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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348.

APPROVAL — ABSTRACT OF TITLE, ETC. RELATING TO  
LAND IN JOHNSON TOWNSHIP, CHAMPAIGN COUNTY,  
OHIO—JOHN W. KISER.

COLUMBUS, OHIO, March 29, 1937.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 21 and other files relating to the proposed purchase of a tract of land owned of record by one John W. Kiser in Johnson Township, Champaign County, Ohio, which is being acquired by the Conservation Council of the Division of Conservation for and in the name of the State of Ohio, as a part of the Kiser Lake Project.

This tract of land, which is situated in the southwest corner of the southeast quarter of Section 16, T. 3, R. 12, between the Miami River Survey, is more particularly described by metes and bounds as follows:

Beginning at a point in the S. W. corner of the S. E. quarter of Section 16, said point being in the section line between Section 16, and Section 15; thence running due north with the center line of the township road a distance of 660 feet to a point; thence N. 90° 0' E., a distance of 1155 feet to a point; thence due south parallel with the west line of the S. E. quarter of Section 16, a distance of 660 feet to a point in the section line of Section 16, and Section 15; thence N. 90° 0' W. a distance of 1155 feet to the place of beginning and containing 17.5 acres.

Upon examination of this abstract of title, which is certified by the abstracter under date of March 17, 1937, I find that said John W. Kiser has a good merchantable fee simple title to the property and that the same is 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 this property. In this connection, it is noted that apparently the 17.5-acre tract of land here in question is a part of a larger tract of one hundred acres now owned and held by John W. Kiser and that the taxes on this larger tract of land, including the 17.5-acre tract above described, amounts to the sum of \$45.50, plus a penalty of \$2.28 on the December 20, 1936, installment of this tax which was not paid when the same became due and payable.

Inasmuch as by the warranty deed tendered by John W. Kiser to the state through your department, hereinafter referred to, this property is to be conveyed to the state free and clear of all encumbrances whatsoever, provision should be made by John W. Kiser for the payment of these 1936 taxes and the penalty here referred to before the transaction for the purchase of this 17.5-acre tract of land is consummated by the issuance of voucher and warrant covering the purchase price of the property.

The warranty deed tendered by John W. Kiser is executed and acknowledged by said grantor and by his wife, Grace R. Kiser, in conformity with the laws of the State of New York where he now resides and under the provisions of Section 8516 of the General Code of this state such deed as to its execution is, therefore, as valid as if the same had been executed in conformity with the laws of this state.

Upon examination of this deed, I find, further, that the form of the same and the terms and provisions thereof are such that this deed is legally sufficient to convey this property to the State of Ohio by fee simple title free and clear of the dower interest of Grace R. Kiser, as the wife of said John W. Kiser, with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 21, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a balance in the appropriation account to the credit of your Division in the Department of Agriculture, unencumbered for other purposes, sufficient in amount to pay the purchase price of this property, which purchase price is the sum of \$1940.00.

It further appears from this contract encumbrance record, as well as from a copy of a certificate over the signature of the President of the Controlling Board, that said Board has approved the purchase of this and of other property acquired or to be acquired in connection with the Kiser Lake project and has released from the appropriation account the money necessary to purchase the property.

You likewise submit for my consideration a copy of a resolution adopted by the Conservation Council providing in substance for the

acquisition of this and other property needed in connection with the Kiser Lake Project. This action upon the part of the Conservation Council is authorized by Section 472, General Code, which, among other things, authorizes the Conservation Council, with the approval of the Attorney General, to acquire lands for newly constructed public parks and reservoirs. Inasmuch as this section in terms makes the purchase of this property subject to the approval of the Attorney General, such approval is hereby given as is evidenced by my endorsement to this effect on the warranty deed above referred to.

Subject only to the exception with respect to the taxes on this property for the year 1936, the title of John W. Kiser in and to this property is approved. I am likewise approving said warranty deed, contract encumbrance record No. 21 and other files relating to the purchase of this property, all of which, together with the abstract of title, are herewith returned to you for your further action in closing the transaction for the purchase of the property.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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349.

APPROVAL—WARRANTY DEED, CERTIFICATE OF TITLE,  
ETC. RELATING TO LAND PURCHASED IN GREEN  
TOWNSHIP, SUMMIT COUNTY, OHIO — NORTHERN  
OHIO GUARANTEE TITLE COMPANY.

COLUMBUS, OHIO, March 30, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval certificate of title No. 56,894 executed by The Northern Ohio Guarantee Title Company, Akron Ohio, under date of February 27, 1937, warranty deed and contract encumbrance record No. 19, all of which relate to the purchase of a parcel of land owned of record by one Ralph Carmany in Green Township, Summit County, Ohio. This parcel of land is a part of the southwest quarter of Section 19, in said township and is more particularly described by metes and bounds as follows: