

to the number of the instrument and the name of the grantor, are as follows:

<i>Number</i>	<i>Name</i>
167	R. E. Wolfe
168	Henson C. Vivian
169	W. D. Neff

By the above grants there is conveyed to the State of Ohio, certain lands described therein, for the sole purpose of using said lands for public fishing grounds, and to that end to improve the waters or water courses passing through and over said lands.

Upon examination of the above instruments, I find that the same have been executed and acknowledged by the respective grantors in the manner provided by law and am accordingly approving the same as to legality and form, as is evidenced by my approval endorsed thereon, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER.

*Attorney General.*

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6466.

APPROVAL—ABSTRACT OF TITLE, ETC., TO LAND IN BENTON TOWNSHIP, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, December 2, 1936.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR: This is to acknowledge receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 36 and other files relating to the contemplated purchase by the Ohio Agricultural Experiment Station for the use of the state of Ohio and in its name of a tract of land which is owned of record by one Charles F. Davis in Benton Township, Hocking County, Ohio, which is more particularly described by metes and bounds as follows:

The following Real Estate situated in Section No. Twenty-four (24), Township No. Eleven (11) North Range No. Eighteen (18) West, Hocking County, Ohio, beginning at the

northwest corner of the southwest quarter of Section No. Twenty-four (24), Township No. Eleven (11) North, Range No. Eighteen (18) West, said point being marked with a concrete monument with bronze plug in center; thence with line between Charles F. Davis Land and Caleb Davis heirs Land, South Eighty-six degrees and Thirty-eight minutes East (S 86° 38' E), 631.34 feet to a stake set on the West right-of-way line of proposed Cedar Grove-Ash Cave Highway; thence with said right-of-way line South Four degrees and Forty-eight minutes East (S 4° 48' E), 94.90 feet to a stake; thence South Twenty-six degrees and Thirty-three minutes East (S 26° 33' E), 184.15 feet to a stake; thence South Forty-six degrees and Thirty-six minutes East (S. 46° 36' E), 152.80 feet to a stake; thence South Twenty-two degrees and Ten minutes East (S 22° 10' E), 146.90 feet to a stake; thence South Two degrees and Twenty-one minutes West (S 2° 21' W), 71.40 feet; thence leaving the West right-of-way line of the proposed Cedar Grove-Ash Cave Highway West 324.63 feet to a stake; thence South Twenty-five degrees and Forty-six minutes West (S 25° 46' W), 286.17 feet to a stake; thence South Thirty degrees and Thirty-nine minutes West (S 30° 39' W), 176.12 feet to a stake; thence South Fifty-three degrees and Twenty-three minutes West (S 53° 23' W), 148.90 feet to a stake; thence South Forty-nine degrees and Forty-five minutes West (S 49° 45' W), 268.20 feet to a stake; thence South Eighty-seven degrees and Forty-seven minutes West (S 87° 47' W), 99.10 feet to a point in the line between the Charles F. Davis Land and State of Ohio Forest Lands; thence with said line North Three degrees and Thirty-two minutes East (N 3° 32' E), 1286.50 feet to the point of beginning, all bearings being referred to the true meridian and the tract containing 16,742 acres, more or less.

Upon examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of October 23, 1936, I find that Charles F. Davis has a good merchantable and indefeasible fee simple title to the above described tract of land, subject only to the inchoate dower interest of his wife, Etta I. Davis, and to the lien of the taxes on this property for the year 1936, the amount of which is not stated in the abstract. I have no information as to what, if any, arrangements have been made by and between the Board of Control of the Ohio Agricultural Experiment Station or its authorized representatives and the property owner with respect to the payment of these taxes; but inasmuch as the warranty deed tendered by Charles F. Davis conveying

this property to the state, contains a covenant that the title conveyed is clear, free and unencumbered, I assume that the property owner is to pay these taxes. However this may be, these taxes, the amount of which may doubtless be ascertained upon application to the County Auditor, are a lien upon the property and some arrangement should be made for the payment or other disposition of these taxes at the time the transaction is closed for the purchase of this property.

Upon examination of the warranty deed tendered by Charles F. Davis, I find that the same has been properly executed and acknowledged by him and by his wife, Etta I. Davis, and that the form of this deed is such that the same is legally sufficient to convey the above described property to the state of Ohio by fee simple title free and clear of the dower interest of Etta I. Davis in and to this property with the covenant, as above noted, that the property is free and clear of all encumbrances whatsoever.

In this connection, I assume that the property here in question is in the direct and immediate possession of Charles F. Davis, the owner of the property; and, as to this, I am required to advise you, as I have often advised you before in connection with the purchase of lands in the name of the state for the use of your department, that if the property purchased is in the actual possession of some person or persons other than the owner, your department as the purchaser of this property and, by it, the state of Ohio as well will be required to take notice of whatever rights such person or persons in possession may have with respect to this property.

Upon examination of contract encumbrance record No. 36, I find that the same has been properly executed and that it is shown thereby a sufficient unencumbered balance in the segregated rotary fund to the credit of the Division of Forestry of the Ohio Agricultural Experiment Station to pay the purchase price of this property, which is the sum of \$225.00. And inasmuch as the payment of this purchase price is to be made out of this segregated fund provided for by House Bill No. 571, approved by the Governor under date of December 20, 1935, no action of the Controlling Board approving the purchase of this property was or is necessary.

I am herewith returning with my approval said abstract of title, warranty deed, contract encumbrance record No. 36 and other files relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*