

2753.

APPROVAL—BONDS, CITY OF MAPLE HEIGHTS, CUYA-HOGA COUNTY, OHIO, \$57,975.47, PART OF ISSUE DATED JANUARY 1, 1937.

COLUMBUS, OHIO, July 25, 1938.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

GENTLEMEN :

RE: Bonds of City of Maple Heights, Cuyahoga County, Ohio, \$57,975.47.

The above purchase of bonds appears to be part of an issue of bonds of the above city dated January 1, 1937. The transcript relative to this issue was approved by this office in an opinion rendered to the Industrial Commission under date of July 20, 1938, being Opinion No. 2739.

It is accordingly my opinion that these bonds constitute valid and legal obligations of said city.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

2754.

APPROVAL, ABSTRACT OF TITLE AND OTHER INSTRUMENTS, STATE OF OHIO, THROUGH THE OHIO STATE ARCHAEOLOGICAL AND HISTORICAL SOCIETY, PROPOSED PURCHASE FROM EARL P. KNISELY, DESIGNATED AND DESCRIBED PARCELS OF REAL PROPERTY, GOSHEN TOWNSHIP, TUSCARAWAS COUNTY, OHIO, PURCHASE PRICE, \$500.00.

COLUMBUS, OHIO, July 26, 1938.

The Ohio State Archaeological and Historical Society, Ohio State Museum Building, Columbus, Ohio.

GENTLEMEN :

You have submitted for my examination and approval an abstract of title, warranty deed, contract encumbrance record No. 8 and other files

relating to the proposed purchase by the State of Ohio through your Society of certain parcels of real property which are owned of record by one Earl P. Knisely in Goshen Township, Tuscarawas County, Ohio, and which are more particularly described as follows:

Being part of Lot Number nine (9) of the Schoenbrunn Tract and described as follows: Beginning at an iron pin on the line between the lands formerly owned by Otis P. Morris and Perry C. Knisely, deceased, said iron pin being 28 feet distant from the southwest corner of the remaining portion of Lot Number 32 of Leach and Adams Subdivision of New Schoenbrunn, thence south $15^{\circ} 50'$ west 346.5 feet to an iron pin: Thence south 87° east 278 feet to an iron pin; thence north $27^{\circ} 30'$ west 397 feet to the place of beginning containing 1.03 acres more or less, said land being part of Lot Number nine (9) of the Schoenbrunn Tract and being the same as recorded in Deed Book Number 198 at Page No. 607.

Also the following described premises: Beginning at an iron pin near the base of a walnut tree at the southwest corner of a tract of land previously sold and conveyed to Clyde J. Knisely, thence north $5^{\circ} 10'$ east 399.4 feet to an iron pin; thence north $19^{\circ} 20'$ west 176.9 feet to an iron pin: thence north $6^{\circ} 30'$ west 348.3 feet to an iron pin on the south side of Jacobs Avenue: thence south 77° east 11.5 feet to an iron pin at the northwest corner of Lot No. 34 of Leech and Adair's Sub-division of New Schoenbrunn: Thence south 7° east 373.3 feet to an iron pin: thence south 27° east 228 feet to an iron pin at the northeast corner of the tract of land previously sold to Clyde J. Knisely: thence south $15^{\circ} 50'$ west 346.5 feet to an iron pin at the place of beginning, containing forty-six hundredths (0.46) of an acre.

Upon examination of the abstract of title and other files submitted to me, I am of the opinion that said Earl P. Knisely has a good, merchantable fee simple title to the above described parcels of land and that he owns and holds the same free and clear of all encumbrances except certain taxes and assessments herein noted. As to the 1.03-acre parcel of land, above described, it appears that there are delinquent taxes against this property in the sum of \$3.68. In addition to this, the taxes on this parcel for the year 1937, amounting to \$.84, are unpaid and are a lien upon the property; as are, likewise, the 1938 taxes which are undetermined as to amount. As to the .46 of an acre parcel of land, above described, it does not appear that this parcel has ever been segregated for

taxes from a larger parcel of 2.93 acres of which the same is a part. The taxes on this 2.93-acre parcel of land for the year 1937, amounting to the sum of \$1.68, are unpaid and are a lien on the property; as are, likewise, the taxes on this larger parcel of land for the year 1938, the amount of which taxes is undetermined.

In addition to the taxes on this property above referred to, it appears that there is an assessment against the 1.03-acre parcel of land in the amount of \$12.00, which assessment is one levied by the Directors of the Muskingum Watershed Conservancy District for alleged benefits to this parcel of land. As is the case with respect to taxes, above noted, there has been no segregation of the .46-acre parcel of land from the larger parcel of 2.93 acres of which this small parcel is a part, for assessment purposes, and it appears that there has been an assessment of \$33.00 levied by the Directors of the Muskingum Watershed Conservancy District for alleged benefits on this larger parcel of land. In this situation, it is obvious that there should be a determination of the taxes and assessments which are to be allocated to the parcels of land above described and provision should be made for the payment of such taxes and assessments before the transaction for the purchase of this property is closed.

On examination of the warranty deed tendered by Earl P. Knisely, who, as I am advised, is an unmarried man, I find that said deed has been properly executed and acknowledged by said grantor and that the form of this deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title with a covenant that the same is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 8, which has been submitted as a part of the files relating to the purchase of this property, has been executed in the manner provided by law and there is shown thereby a sufficient unencumbered balance in the appropriation account to the credit of your Society for the purchase of this property at the purchase price therein stated, which is the sum of \$500.00. It likewise appears by appropriate recital in this contract encumbrance record that the purchase of this property has been duly approved by the Controlling Board.

Subject to the exceptions with respect to taxes and assessments, above noted, I am approving the title to this property and I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 8 and other files relating to this matter.

Respectfully,

HERBERT S. DUFFY,
Attorney General