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APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED AND CONTRACT ENCUMBRANCE RECORD NO. 20 RELATING TO THE PURCHASE OF A TRACT OF LAND IN JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, January 2, 1935.

HON. WILLIAM H. REINHART, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR:—You recently submitted to me for my examination and approval a corrected abstract of title, a warranty deed and contract encumbrance record No. 20 relating to the purchase of a tract of land which is owned of record by Harry J. Crawford and John T. Crawford and which is situated in Salem Township, Jefferson County, Ohio, and is more particularly described as follows:

Beginning at a point in the east boundary line of said Section, 1881 ft. North of the S. E. Corner of said Section, which point is also the S. E. corner of the Crawford tract; thence following the Westerly line of the Crawford tract S. 68 deg. W. 401 ft.; thence N. 45 deg. W. 726 ft. thence N. 38 deg. 30' W. 231 ft.; thence N. 52 deg. W. 192 ft. to an iron pin which is the principal place of beginning.

Thence continuing along the Westerly line of the Crawford tract N. 52 deg. W. 105 ft.; thence N. 54 deg. W. 1254 ft.; thence N. 30 deg. W. 214.5 ft.; thence N. 72 deg. 30' E. 206.3 ft.; thence S. 88 deg. 30' E. 75.2 ft.; thence S. 66 deg. E. 102.3 ft.; thence S. 60 deg. 15' E. 70.72 ft.; thence along the center line of the Richmond-Pravo Rd. 397.70 ft.; thence S. 51 deg. 49' E. 484.65 ft.; thence S. 56 deg. 27' E. 240.05 ft.; thence S. 58 deg. 50' E. 105.80 ft.; thence S. 38 deg. 15' W. 220.63 ft. to the iron pin which is the principal place of beginning.

Excepting from the above a strip 30 ft. wide along the entire east side of this property which is now used by the county as the right of way for the Richmond-Pravo Rd.

Containing 7.5 Acres, be the same more or less as surveyed by E. A. Hand, surveyor, October 15, 1934.

Upon examination of the corrected abstract of title submitted, which abstract of title is certified by the abstracters under date of December 22, 1934, I find that Harry J. Crawford and John T. Crawford, as tenants in common in and of this tract of land, have a good merchantable fee simple title to the property free and clear of all encumbrances except the taxes on the property for the year 1934, the amount of which is not stated in the abstract and which are undetermined, with respect to this particular tract of land which is a part of a larger tract of 50 acres owned by the persons above named.

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 by said grantors and by their respective wives, Jenima Crawford and Helen W. Crawford, who therein expressly release their right and expectancy of dower in this property. Upon examination of the terms and provisions of this deed I find that the form of the same is such that it is legally sufficient to convey this property to the state of Ohio by full fee simple title with a covenant of warranty that

the premises are free and clear of all encumbrances whatsoever. I assume from this warranty that the grantors are to pay the 1934 taxes on this property.

Contract encumbrance record No. 20 has been submitted as a part of the files relating to the purchase of the above described property. For the purposes to be served by this contract encumbrance record the same has been properly executed and it shows that there is a sufficient unencumbered balance in the proper appropriation account to the credit of the Division of Conservation to pay the purchase price of this property, which purchase price is the sum of \$750.00. It likewise appears from this contract encumbrance record, by way of recital therein, that the purchase of this property has been approved by the Controlling Board and that said board has released from the appropriation account the money necessary to pay the purchase price of the property.

It is noted that in the preparation of this contract encumbrance record and in securing its execution, you obtained the signature thereto of the Director of Public Works. By the provisions of Section 154-40, General Code, it is provided generally that the Director of Public Works shall purchase property for the use of the State and of the several departments thereof. In this view it was perhaps proper for you to secure the signature of this officer to the contract encumbrance record. However, as I am advised, the property here in question is being acquired for a public park and reservoir purposes under the authority of Section 472, G. C., as said section was amended in and by the Conservancy Act. In an opinion of this office under date of December 28, 1932, Opinions of the Attorney General 1932, Vol. III, page 1425, it was held that the authority to acquire lands for the State for public park and reservoir purposes is by the provisions of this section conferred upon the Conservation Council of the Division of Conservation rather than upon the Director of Public Works. In view of the former opinion of this office on this question, here referred to, it may, perhaps, be assumed that the Conservation Council has by appropriate action authorized and provided for the purchase of this tract of land for the purpose above stated. In any event, however, you are advised that before any voucher is executed by you and by the Director of Agriculture covering the purchase price of this property it should appear from records on file in your office that the Conservation Council has authorized the purchase of this property. And before any warrant is drawn by the Auditor of State on such voucher for the purpose of paying the purchase price of this property there should be submitted to such officer, as a part of the files relating to the purchase of this property, a certified copy of the resolutions of the Conservation Council authorizing the purchase of this property. You should also submit to the Auditor of State, with your voucher, a copy of the minutes of the Controlling Board showing the approval by this board of the property here in question and the release of the money necessary to pay the purchase price of the same.

I am herewith returning for your further action in the premises said corrected abstract of title, warranty deed and encumbrance record No. 20.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*