

of said deed is such that the same is legally sufficient to convey the above described property to the State of Ohio free and clear of the inchoate dower interest of Effie L. Webster, the wife of the grantor, and free and clear of all encumbrances whatsoever except the taxes on this property for the year 1933, above referred to.

The deed recites a consideration of ten dollars as the sum of money paid by the State of Ohio for this property. This recital, of course, is not conclusive of the fact with respect to this matter and the fact is that the purchase price of this property was paid not out of funds of the State of Ohio but out of funds in the hands of the 112th Engineers Regiment. In this situation, no certificate of the Director of Finance under the provisions of Section 2288-2, General Code, was or is necessary. Neither was it necessary for the Board of Control to approve the purchase of this property or to take any other or further action with respect to the purchase of the same.

I am accordingly approving the abstract of title, warranty deed and other files relating to the purchase of this property, all of which are herewith returned.

Respectfully,

JOHN W. BRICKER,
Attorney General.

1871.

APPROVAL, ABSTRACT OF TITLE TO LAND IN BOSTON TOWNSHIP,
SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, November 15, 1933.

HON. FRANK D. HENDERSON, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—You have recently submitted for my examination and approval an abstract of title and a warranty deed relating to the purchase of a certain tract of 15.257 acres of land in Boston Township, Summit County, Ohio, which was lately owned by Gilbert J. Cassidy, and others, heirs of James and Elizabeth Cassidy, deceased. The tract of land here in question is a part of original Lot No. 2, Tract 1, in said township and is further described as follows:

“Beginning in the center line of Brewery Road at its intersection with the northerly line of Grantor's lands said beginning point being distant southwesterly along the center line of Brewery Road 28.22½ chains from the north line of said lot 2, said beginning point being also the southwest corner of 80.45 acres of lands deeded by George Kellogg to F. W. Kellogg, March 9, 1872.

Thence South 89 degrees 45' 00" East along the Northerly line of Grantor's lands, said Northerly line being the southerly line of lands conveyed to F. W. Kellogg as aforesaid a distance of 900 feet to a point.

Thence South 12 degrees 37' 30" West a distance of 700 feet to a point.

Thence North 89 degrees 45' 00" West along a line parallel with the first described line a distance of 650 feet to a point.

Thence Northwesterly along a line that intersects the center line of Brewery Road at a point distant Southwesterly 400 feet from the intersection of said center line with the Northerly line of Grantor's lands as aforesaid, to the center line of said Brewery Road;

Thence Northeasterly along the center line of Brewery Road 400 feet to the place of beginning containing 15.257 acres of land be the same more or less but subject to all legal highways."

Upon examination of the abstract of title submitted, which was certified by the abstractor under date of August 19, 1933, I find that at the time of the certification of the abstract the above described property was owned in full fee simple title by Gilbert J. Cassidy, Mildred E. McGinnis, Hugh P. Cassidy, Merwin L. Cassidy, Mary Ellen Cassidy and Madeline Cassidy Ryland, as tenants in common. I further find that at said time the above named persons, as tenants in common, owned and held this property free and clear of all encumbrances except the inchoate dower interest of their respective spouses, and except certain taxes in determinate amounts for the year 1932 and prior years. The undetermined taxes for the year 1933 were, of course, likewise set out as a lien in the abstract. It appears from a receipt executed by the county treasurer of Summit County since the date of the certification of this abstract that all of the taxes, both general and special, for the year 1932 and prior years have been paid. It does not clearly appear from the receipt of the county treasurer, above referred to, whether any payment was made of the 1933 taxes on the property here in question. Inasmuch, however, as the lien of the state for these taxes became immediately merged in the fee simple title in and by which the State of Ohio acquired this property by the warranty deed hereafter referred to, the State upon the execution and delivery of this deed acquired the title to this property free and clear of the lien for such undetermined taxes, if any there be.

Upon examination of the warranty deed submitted to me, I find that the same has been properly executed and acknowledged by the grantors, Gilbert J. Cassidy, Mildred E. McGinnis, Madeline Ryland, Merwin L. Cassidy, Mary Ellen Cassidy and Hugh P. Cassidy, and by the respective spouses of the grantors who are married. I further find upon examination of this deed that the form of the same is sufficient to convey the above described property to the State of Ohio free and clear of the dower interests of the several spouses of the grantors to the deed, and free and clear of all encumbrances whatsoever except the undetermined taxes for the year 1933, referred to and discussed above.

I am accordingly approving said abstract of title and warranty deed which I am herewith returning, with other files relating to this matter.

In this connection, it will be observed that, although the deed recites a consideration therefor of ten dollars paid by the State of Ohio, the fact is that no money was paid by the State of Ohio for this property, but that the purchase price thereof was paid out of funds owned and held by the 112th Engineers Regiment. In this situation, of course, no action by the Director of Finance or Controlling Board was necessary in order to validate the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.