

578.

APPROVAL—BONDS OF CITY OF SANDUSKY, ERIE COUNTY,  
OHIO, \$20,000.00.

COLUMBUS, OHIO, May 11, 1937.

*The Industrial Commission of Ohio, Columbus, Ohio.*

GENTLEMEN:

RE: Bonds of City of Sandusky, Erie County, Ohio,  
\$20,000.00.

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of grade crossing elimination bonds in the aggregate amount of \$40,000.00, dated December 1, 1924, bearing interest at the rate of 5% per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute a valid and legal obligation of said city.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

579.

APPROVAL—ABSTRACT OF TITLE, WARRANTY DEED, AND  
CONTRACT ENCUMBRANCE RECORD RELATING TO THE  
PURCHASE OF 75 ACRES OF LAND FROM SARAH L.  
COOPER.

COLUMBUS, OHIO, May 11, 1937.

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

DEAR SIR: Some months ago you submitted to this office for examination and approval an abstract of title, warranty deed, contract encumbrance record No. 33 and other files relating to the purchase of a tract of 75.01 acres of land which is owned of record by one Sarah L. Cooper and which is more particularly described by metes and bounds

in the warranty deed which she has tendered to the State of Ohio.

The disposition of this abstract of title and of the other files submitted to this office by opinion or otherwise has been delayed by reason of the fact that a small triangular parcel of land included within the description of the larger tract of land here in question was and is not within the chain of title of the tract of land which Mrs. Cooper is to convey to the State of Ohio by this deed. Although it was obvious from an examination of the abstract of title that this larger tract of land here in question did include a small parcel of land that was not in Mrs. Cooper's chain of title, the exact description of this smaller parcel of land which was out of Mrs. Cooper's chain of title was not at that time available. The matter herein referred to is discussed at some length in the letter of this office directed to you under date of November 2, 1936.

Since that time I have been furnished with a description of the parcel of land here in question which upon survey has been found to contain 3 acres and 150 poles, more or less. And since it appeared that the apparent record title of this parcel of land is in Ohio State University as a part of Ohio State University Lot No. 80, I have prepared a deed for execution by the Board of Trustees of Ohio State University conveying this parcel of land to the State of Ohio, which deed, together with that tendered by Sarah L. Cooper, will convey to the State the whole tract of land here in question.

With the above statement of the facts and circumstances which prevented an earlier disposition of this matter, you are advised that the defect above referred to which is to be corrected by a deed executed by the Board of Trustees of Ohio State University to the State of Ohio is the only defect found in the title of Sarah L. Cooper in and to this property other than the taxes on the property for the year 1936 and the undetermined taxes for the year 1937. As to this, it may be said that this abstract of title is certified by the abstracter under date of September 25, 1936. In this view, it would seem to be right and proper that some arrangement be made by your department for the payment of the 1937 taxes on this property if any taxes for this year are to be paid thereon. Further, in view of the time that has elapsed since the certification of this abstract, it is suggested that you or Mr. Secrest contact the abstracter, Mr. Filmore Musser, Portsmouth, Ohio, with respect to the matter of a further search of the records of the proper county offices to determine whether or not any liens or encumbrances have been filed or charged against the property since the date of the certification of this abstract. Or it may be that one of the field men of your department can make this search of the records for the purpose above indicated in a manner satisfactory to you. Subject only to the

observations above made, the title of Sarah L. Cooper in and to this property is approved.

Upon examination of the warranty deed tendered by Sarah L. Cooper and Kyle L. Cooper, her husband, I find that this deed has been properly executed by said grantors and that the form of this deed is such that the same is legally sufficient to convey to the State of Ohio by fee simple title the 75.01-acre tract of land here in question which has been described by metes and bounds in said deed, and the description of which evidently follows a survey of the land made by your department. I am accordingly approving this deed.

Contract encumbrance record No. 33, which has been submitted as a part of the files relating to the purchase of this tract of land, was properly executed as of the date thereof, to wit, October 22, 1936, and the same shows a balance, otherwise unencumbered, sufficient in amount to pay the purchase price of this property, which purchase price is the sum of \$337.50. The money to the credit of your department encumbered for the purchase of this property by contract encumbrance record No. 33, above referred to, has been reappropriated for this purpose by House Bill No. 33 enacted by the 92nd General Assembly and is doubtless available for the payment of the purchase price of the property.

In this connection, it is noted that this property is being purchased by the Board of Control of the Ohio Agricultural Experiment Station under the authority of House Bill No. 571 approved by the Governor under date of December 20, 1935. This being true and it appearing that under the authority of this act the purchase money is to be paid out of the rotary fund to the credit of your department set up under the provisions of this act, no approval of the Controlling Board was or is necessary with respect to the purchase of this particular property. I am accordingly approving the contract encumbrance record as presented and I am herewith returning the same, together with the abstract of title, warranty deed and other files which you referred to me in connection with this matter.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*