

1540.

APPROVAL, ABSTRACT OF TITLE, PREMISES SITUATE IN TOWNSHIP  
OF WOOSTER, WAYNE COUNTY, OHIO.

COLUMBUS, OHIO, August 31, 1920.

HON. W. H. KRAMER, *Bursar, Agricultural Experiment Station, Wooster, Ohio.*

DEAR SIR:—Sometime ago you submitted an abstract of title, dated October 29, 1919, and certified by J. O. Fritz, attorney, Wooster, Ohio, together with an affidavit for transfer sworn to by Ella C. Thompson Huffman, and a deed of Ella C. Thompson Huffman to the state of Ohio, requesting my opinion as to the status of the title to the following described premises and as to the correctness of the deed:

Situate in the township of Wooster, county of Wayne, and state of Ohio, and known as and being a part of the west part of the southwest quarter of section fourteen (14), township fifteen (15), and range thirteen (13) commencing for the same at a stone on the northwest corner of said quarter, thence south one (1) degree and fifty (50) minutes, west on the west line of said quarter, one (1) chain and ninety (90) links to the west side of a white oak tree, thirty-six (36) inches in diameter, the place of beginning for the tract of land hereby conveyed, thence south eighty-eight (88) degrees and ten (10) minutes, east eleven (11) chains and thirty-nine (39) links to a post, thence south two (2) degrees and forty-five (45) minutes east, twenty-one (21) chains and two (2) links to a post, thence north eighty-eight (88) degrees and ten (10) minutes west, to the west line of said quarter, thence north on the west line of said quarter to the place of beginning, containing twenty-six and thirty-eight hundredths (26.38) acres of land and which premises were conveyed to The Wooster Nursery Company by Calvin and Emma Fry and recorded in Wayne county deed record Vol. 156, Page 58. Said 26.38 acre tract thereby conveyed subject to and including a road as a part thereof and for the benefit of said 26.38 acre tract together with a five acre tract first described in said application and order of sale which road shall be fifty (50) links in width along the west line of said quarter and shall begin at the north line of said 26.38 acre tract and shall extend south to the south line of said 26.38 acre tract. The owners of said 26.38 acre tract shall also have the perpetual use of the road belonging to said company for road purposes only which is fifty (50) links wide to run north and south and extend from the south end of said road on the west side of said 26.38 acre tract to the Wooster and Apple Creek road.

The papers above mentioned were returned to you by reason of certain defects in the chain of title, which were pointed out to you in a letter from this department. I now have before me the abstract as supplemented and corrected and find that it now contains an affidavit which seems to establish beyond doubt that the widow of Michael Mowrey has long since been deceased. This will remove the objections relative to the incomplete records of the will of Michael Mowrey as set forth in said abstract. The abstract was further supplemented relative to the receivership proceedings of the Wooster Nursery Company, as suggested in my communication to you.

A new deed has also been executed, in which the description is identical with the description of the same land in the deed to E. W. Thompson as shown in the

abstract, which, it is believed, will properly cover the objections raised in this connection.

While the abstract purports to disclose additional information relative to a certain oil and gas lease given upon the premises by the Wooster Nursery Company to A. D. Ewing, and of record in the lease records of Wayne county, Vol. 15, page 374, as shown on page 17 of the abstract, it does not fully disclose that this lease has expired, but rather the abstracter states this fact as a conclusion of his.

After a careful consideration it is my opinion that said abstract shows a clear title to said premises to be in the name of E. W. Thompson, deceased, on October 29, 1919, the date of said abstract, free from incumbrances and lien, excepting as heretofore pointed out relative to the oil and gas lease, and further excepting the taxes for the year 1919, which, of course, are a lien upon the premises. However, you should satisfy yourself that the oil and gas lease above referred to has expired. It is noted that said abstract does not show that any examination was made of the records of any of the United States courts. It is my further opinion that said abstract discloses that Ella C. Thompson Huffman, widow of E. W. Thompson, deceased, duly inherited the title to said premises and that the affidavit for transfer enclosed is sufficient, when properly recorded, to complete her authority to convey the same.

The deed, in my opinion, is now sufficient to convey good title to the said premises from Ella C. Thompson Huffman to the state of Ohio when properly delivered.

You will observe that the present deed is dated July 21, 1920, while the abstract, as above stated, is dated October 29, 1919; therefore, you should satisfy yourself that there are no matters of record affecting the title to said premises which have been filed or recorded since the date of the abstract.

Your attention is also called to the fact that at this time the taxes for the year 1920 are a lien upon the premises, and that under the terms of the deed the grantor covenants that the premises are free from liens.

The abstract, affidavit for transfer, and deed are being returned herewith.

Respectfully,

JOHN G. PRICE,  
*Attorney-General.*

1541.

APPROVAL, CONTRACT BETWEEN L. G. FOLTZ & SONS, COLUMBUS, OHIO, AND BOWLING GREEN STATE NORMAL COLLEGE FOR REPAIR OF CERTAIN BUILDINGS OF THE INSTITUTION.

COLUMBUS, OHIO, August 31, 1920.

*Board of Trustees, Bowling Green State Normal College, Bowling Green, Ohio.*

DEAR SIRs:—You have submitted to me for approval, as per section 2319 G. C. (107 O. L. 455), a contract dated June 23, 1920, between L. G. Foltz & Sons, of Columbus, Ohio, and your board, for the repair of damaged portions of the Administration Building, and other buildings of your institution. Said contract calls for the payment to the contractor of the sum of \$7,400.00, and it is understood that the same will be paid out of the emergency allowance of \$15,729.00 made on April 19, 1920, for said purpose. You have also submitted the bond covering said contract, also the form of proposal.

Having before me the certificate of the auditor of state that there are funds in