

You have also submitted the following papers and documents in this connection: Encumbrance estimate No. 20, dated December 13, 1937, the estimate of cost, the division of contract, the notice to bidders, the proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the National Surety Corporation, its power of attorney for the signer, its financial statement and its certificate of compliance with the laws of Ohio relating to surety companies, the recommendations of the State Architect and Engineer, Director of Public Welfare and Director of Public Works, letter of certification from the Auditor of State showing that the necessary papers and documents are on file in said office, Control Board releases, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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1796.

APPROVAL—CERTIFICATE OF TITLE, WARRANTY DEED AND CONTRACT, CERTAIN DESCRIBED TRACT OF LAND, PURCHASE BY STATE OF OHIO, THROUGH DEPARTMENT OF PUBLIC WORKS, FROM ALMUS O. DISSINGER, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO, PURCHASE PRICE, \$13,480.00.

COLUMBUS, OHIO, January 21, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a certificate of title, warranty deed and contract encumbrance record relating to a certain tract of land which is owned of record by one Almus O. Dissinger in Green Township, Summit County, Ohio, and which is more particularly described as follows:

Beginning at a stake set in the center line of Nerhood Road and on the southwest corner of the southeast quarter of Section No. 19; thence along the center line of Nerhood Road N.  $7^{\circ} 12' 23''$  E. three hundred fifty eight and thirty eight hundredths (358.38) feet to a point on the center line of the Clinton-Greensburg Road and the true place of beginning of the description of the property to be conveyed; thence along the east line of lands owned by Isaac Rohrer N.  $6^{\circ} 59' 58''$  E. twenty three hundred twenty and seventy one hundredths (2320.71) feet to the northwest corner of the southeast quarter of Section No. 19; thence along the west line of the northeast quarter of Section No. 19 N.  $6^{\circ} 49' 26''$  E. six hundred sixty nine and seventy five hundredths (669.75) feet to a stake on the southwest corner of lands owned by Clara E. Wagoner; thence along the south line of lands owned by Clara E. Wagoner and J. & E. Ujhazy S.  $82^{\circ} 56' 32''$  E. thirteen hundred seventy two and eighty hundredths (1372.80) feet to a stake on Ujhazy's southeast corner; thence along the west line of lands owned by A. & M. Wise S.  $6^{\circ} 59' 39''$  W. six hundred seventy six and ninety four hundredths (676.94) feet to a stone on Adam Pamer's northwest corner; thence along the west line of lands owned by Adam Pamer S.  $6^{\circ} 46' 29''$  W. twenty hundred thirty seven and seventy six hundredths (2037.76) feet to the center line of the Clinton-Greensburg Road; thence along the center line of the Clinton-Greensburg Road S.  $85^{\circ} 44' 40''$  W. fourteen hundred five and eighty four hundredths (1405.84) feet to the true place of beginning and containing ninety and no hundredths (90.00) acres of land as surveyed June 9th, 1936, by Francis Stafford.

Upon examination of the certificate of title submitted to me, the last extension of which is certified by The Northern Ohio Guarantee Title Company under date of January 12, 1938, I find that said Almus O. Dissinger has a good and indefeasible fee simple title to the above described tract of land and that he owns and holds the same free and clear of all encumbrances except the taxes on this property for the year 1937, which taxes are a lien on the property although the amount of the taxes at the time of the certification of the abstractor above referred to was undetermined.

Likewise, this property and the title of Almus O. Dissinger in and to the same is subject to certain easements heretofore granted

by said Almus O. Dissinger in and with respect to the above described property, to-wit:

1. On October 27, 1908, Almus O. Dissinger, as the owner of said property, granted to The Tide-Water Pipe Company, Limited, a right of way in and over a 22.70-acre tract of land, included within the 90-acre tract of land above described, for the construction and maintenance of pipe lines and of a telegraph line by said grantee. Nothing is stated in this certificate of title as to what, if anything, was done by The Tide-Water Pipe Company, Limited, under this easement. And no information is at hand as to how these pipe lines and telegraph line, if the same have been constructed in and upon this property, will affect the use which you desire to make of this property in connection with the Nimisila Creek Basin Reservoir improvement.

2. On October 26, 1932, said Almus O. Dissinger executed to The East Ohio Gas Company an oil and gas lease on the whole of said 90-acre tract of land above described. By this lease, the company above named was given the right to enter upon said tract of land and drill and operate for oil and gas and said company was given the further right to lay such pipe lines and to construct such building tanks, stations and other structures as might be necessary to take care of and transport gas or oil products removed from such land. This lease, which is one for a term of seven years from December 22, 1932, and for so much longer as oil or gas is found on the premises in paying quantities, has not been canceled and the same is an encumbrance on the fee simple title to the property now owned and held by said Almus O. Dissinger.

Upon examination of the warranty deed tendered by Almus O. Dissinger and Viola A. Dissinger, his wife, I find that said deed has been properly executed and acknowledged by said grantors and that the form of this deed is such that the same is legally sufficient to convey the above described real estate to the State of Ohio by fee simple title, free and clear of the inchoate dower interest of said Viola A. Dissinger, with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Inasmuch as by the terms of this deed this property is to be conveyed to the State of Ohio free and clear of all encumbrances, provision should be made for the payment of the taxes for the year 1937 and for the removal of the other encumbrances above noted before the transaction for the purchase of this property is concluded by the issuance of voucher and warrant covering the purchase price of the property.

Upon examination of contract encumbrance record No. 32, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property, which purchase price is the sum of \$13,480.00.

Subject only to the exceptions above noted, the title of Almus O. Dissinger in and to the above described tract of land is approved, as is likewise the warranty deed tendered to the State by Almus O. Dissinger and by Viola A. Dissinger and the same, together with the certificate of title and contract encumbrance record, are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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1797.

DISAPPROVAL -- BONDS WAYNE TOWNSHIP RURAL  
SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO,  
\$3,000.00.

COLUMBUS, OHIO, January 21, 1938.

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

GENTLEMEN :

RE: Bonds of Wayne Twp. Rural School Dist.,  
Pickaway County, Ohio, \$3,000.00.

I have examined the transcript submitted by you to this office relative to the issue of Wayne Township Rural School District, Pickaway County, \$3,000.00, building bonds. These bonds are issued pursuant to the so-called Uniform Bond Act and are not in conjunction with federal participation. Therefore, the provisions and sections of the so-called Uniform Bond Act must be considered the governing sections.

The notice of election published in The Circleville Herald, a newspaper of general circulation in the County of Pickaway, was published for four consecutive weeks commencing October 6, 1937. While I am not unmindful that the notice of election appeared in this paper four times, yet I direct your attention to the fact that the elec-