

2864.

## APPROVAL, ABSTRACT OF TITLE, TWO WARRANTY DEEDS AND AN ENCUMBRANCE ESTIMATE ON LAND IN BENTON TOWNSHIP, HOCKING COUNTY.

COLUMBUS, OHIO, October 14, 1925.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title, two warranty deeds and an encumbrance estimate submitted by you to this department for my opinion, discloses the following:

The abstract as submitted was prepared by Claude W. Pettit, Attorney, under date of July 29, 1925, and pertains to the following described premises situated in the township of Benton, county of Hocking and state of Ohio, to wit:

Being the northwest quarter of the northeast quarter of Section No. 4, Township 11, Range 18, containing 38 acres, more or less.

Upon examination of said abstract, I am of the opinion that same shows a good and merchantable title to said premises as follows:

An undivided one-half interest in Mary A. Wright, widow of C. V. Wright, Bóyd Wright, Eva Wright Bowen, Wayne Wright and Frieda Wright, being all the children and heirs at law and legatees under the will of C. V. Wright, deceased, subject to the following:

Attention is directed to an oil and gas lease shown at page 19 given by Hester A. France to A. S. Carr July 13, 1898, said lease being for a period of five years, and "as much longer as oil or gas is found in paying quantities." It appears from the abstract that said lease was later assigned by the grantee therein to one Charles U. Stuart, and by him assigned to the Great Southern Oil and Gas Company.

Attention is also directed to a later oil and gas lease given by C. V. Wright and Elmer O. Pettit to the Ohio Fuel Supply Company under date of January 5, 1904, which appears at page 20 of the abstract, and is a grant for a term of ten years "and so long thereafter as oil or gas is produced," said lease being afterward assigned under date of October 16, 1911, to the Columbus Gas and Fuel Company, and later, December 7, 1912, re-transferred to the Ohio Fuel Supply Company.

Attention is also directed to a still later lease given by C. V. Wright and Elmer O. Pettit to William Cline under date of January 3, 1921, which appears at page 21 of the abstract, and is a grant for a term of ten years and "as much longer as oil or gas is found in paying quantities." It appears that said lease was later assigned by the grantee to W. W. Vensel under date of January 3, 1921. You should ascertain to what extent, if any, the operation of said oil and gas leases will interfere with the use of said premises by the State of Ohio.

Attention is also directed to an easement given by Elmer O. Pettit and C. V. Wright to the Logan Natural Gas and Fuel Company under date of June 5, 1916, granting a pipe line right of way to said grantee over the premises under consideration, together with a right of ingress and egress to and from the same. Said easement appears at page 22 of the abstract. Said lease appears to have been later transferred by the grantee to the Logan Natural Gas and Fuel Company under date of January 2, 1923. You should determine also to what extent, if any, said easement for a pipe line right of way will interfere with the use of the premises by the State of Ohio.

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The taxes on the premises for the year 1924 are paid, and the taxes for the year 1925, the amount of which are as yet undetermined, are a lien.

Examination of the deed submitted discloses same to be for 37 acres more or less, and an examination of the encumbrance estimate indicates a purchase of 40 acres at \$30.00 an acre, making a total of \$1200.00. Attention is directed to this discrepancy in the acreage for the reason that if the premises were bought at so much per acre, it might become necessary to have a survey of the premises to determine the acreage before you would be justified in paying for 40 acres. However, if the contract was for the tract without reference to acreage, the encumbrance estimate should probably be worded accordingly.

It is suggested that the proper delivery of the already executed deed submitted, will be sufficient to convey the title of said premises to the State of Ohio.

The encumbrance estimate as submitted, bearing No. 5665, dated June 30, 1925, and subject to the suggestions made above, appears to be in proper form and regularly certified by Wilbur E. Baker, Director of Finance, under date of June 30, 1925.

Attention is also directed to the provisions of section 12 of the General Appropriation Act of the 86th General Assembly, which provides that no moneys herein appropriated for the purchase of real estate shall be expended without the consent and approval of the controlling board. This provision must be complied with and properly evidenced before the above purchase can be legally consummated.

The abstract, two warranty deeds and encumbrance estimate submitted by you are herewith returned.

Respectfully,

C. C. CRABBE,  
*Attorney General.*

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2865.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND D. W. McGRATH AND SONS, OF COLUMBUS, OHIO, COVERING COMPLETION OF POMERENE HALL, OHIO STATE UNIVERSITY, AT EXPENSE OF \$194,983.00. SURETY BOND EXECUTED BY THE UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MD.

COLUMBUS, OHIO, October 14, 1925.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Highways and Public Works, and D. W. McGrath and Sons, of Columbus, Ohio. This contract covers the completion of Pomerene Hall, Ohio State University, and calls for an expenditure of \$194,983.00.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. There has further been submitted a contract bond upon which the United States Fidelity and Guaranty Company of Baltimore, Maryland, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the