

The Logan Natural Gas and Fuel Company; also an oil and gas lease executed by Merritt Cox and Margaret Cox to C. A. Hertenstein and Wesley Hertenstein under date of November 29, 1927, and which leases have not been surrendered or canceled. However, I find that in connection with the granting and habendum clause in each lease there was also a surrender clause in each lease, providing that in the event that no oil or gas were found within a stipulated time then the lease would be null and void, and by reason of the additional information furnished me in this matter, to the effect that no wells were drilled during the terms of the leases, I am therefore of the opinion that said leases are a nullity in view of the case of *Broun v. Fowler*, 65 O. S., 507.

Upon examination of the warranty deed tendered by Merritt Cox and Margaret Cox, the owners of this property, I find that the same has been properly executed and acknowledged by said grantors. I further find that the form of the deed is such that the same is legally sufficient to convey the above described property to the State of Ohio, as the grantee therein named, by fee simple title, free and clear of the inchoate dower of the grantors, and said deed contains a covenant of warranty on the part of the grantors that this property is conveyed to the State free and clear of all encumbrances. However, I desire to point out that the undetermined taxes on this property for the year 1939 are a lien thereon.

Upon examination of contract encumbrance record No. 85 I find that the same has been properly executed and that there is shown thereby a sufficient balance in the proper appropriation account to the credit of the Ohio Agricultural Experiment Station, to pay the purchase price of this property, and which purchase price is in the sum of \$50.00.

Subject to the exceptions above noted, and the undetermined taxes for the year 1939, title of Merritt Cox and Margaret Cox in and to the above described property is hereby approved, as are likewise the warranty deed, contract encumbrance record and other files you have submitted for my consideration, all of which files are herewith enclosed.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

1611.

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BOND—CECIL EMMONS, AUDITOR, DEPARTMENT OF HIGHWAYS, \$10,000.00.

COLUMBUS, OHIO, December 28, 1939.

HON. ROBERT S. BEIGHTLER, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a bond in the sum of \$10,000.00 with the National Surety Corporation as surety, covering

Mr. Cecil Emmons in the position of Auditor in the Department of Highways.

Finding said bond in proper legal form, I have endorsed my approval thereon, and same is returned to you herewith.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

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1612.

CONTRACT—STATE WITH ARTHUR T. MOULDING AND H. N. GOLINVAUX, DBA THOMAS MOULDING FLOOR COMPANY, ASPHALT TILE FLOORING, ADDITION TO MEN'S DORMITORY AND LINDLEY HALL, OHIO UNIVERSITY, ATHENS.

COLUMBUS, OHIO, December 28, 1939.

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

DEAR SIR: You have submitted for my examination and approval a contract by and between the State of Ohio acting through you as Director of the Department of Public Works for Ohio University, Athens, Ohio, and Arthur T. Moulding and H. N. Golinvaux, doing business as Thomas Moulding Floor Company, with their principal place of business in Chicago, Illinois, for the construction and completion of contract for Asphalt Tile Flooring for a project known as Contracts 6 and 7, Asphalt Tile Flooring and Accoustic Ceiling Treatment, Addition to Men's Dormitory (Houses "A" and "D"), Lindley Hall (Women's Dormitory), Ohio University, Athens, Ohio, as set forth in Item 1, Asphalt Tile Flooring, as specified for addition to Men's Dormitory (Houses "A" and "D") and Lindley Hall (Women's Dormitory), complete of the Form of Proposal dated October 3, 1939, all according to Plans and Specifications, which Plans, Specifications and Proposal are made a part of this Contract. This contract calls for an expenditure of \$3,643.00.

You have submitted the following papers and documents in this connection: Form of proposal containing the contract bond signed by the Saint Paul-Mercury Indemnity Company; its power of attorney for the signer and its certificate of compliance with the insurance laws of Ohio; estimate of cost; notice to bidders; proof of publication; Workmen's Compensation Certificate, showing a compliance with the laws of Ohio relating to Workmen's Compensation; recommendation of State Architect; Approval of PWA; tabulation of bids; letter from State Auditor, showing all necessary papers are on file in his office.

Finding said contract in proper legal form, I have noted my approval