

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 data submitted in this connection.

Respectfully,
EDWARD C. TURNER,
Attorney General.

3071.

APPROVAL, ABSTRACT OF TITLE TO LAND OF THE COMMERCE
GUARDIAN TRUST AND SAVINGS BANK OF TOLEDO, LUCAS
COUNTY, OHIO.

COLUMBUS, OHIO, December 28, 1928.

HON. FRANK D. HENDERSON, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—You have submitted for my opinion an abstract of title last certified by The Title Guarantee and Trust Company of Toledo, Ohio, on December 15, 1928, covering the following described premises:

"The North Six (6) acres of the North One-half ($\frac{1}{2}$) of the North-east One Quarter ($\frac{1}{4}$) of the Southeast One Quarter ($\frac{1}{4}$) of Section Eighteen (18), Town Nine (9) South, Range Seven (7) East, in Washington Township, Lucas County, Ohio, except therefrom the South Forty-eight (48) feet of the East One Hundred and Fifty (150) feet thereof, said excepted premises being the premises conveyed by the Grantor to Samuel B. Wood and J. M. Wilson."

An examination of said abstract in my opinion discloses a good and merchantable title to said premises to be in the name of The Commerce Guardian Trust and Savings Bank of Toledo, Ohio, subject to the following encumbrances:

1. The taxes for the year 1928 are undetermined, unpaid and a lien, including installments of assessments certified for collection during said year.

2. At Section 26 there is shown an easement granted by Pearl E. Heskett and Nellie P. Heskett, on June 14, 1928, to The Toledo Edison Company, wherein the right is given to said grantee to construct, operate and maintain a line for the transmission of electric energy, etc., with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appliances in, over and upon the following described roads or public highways in Washington Township, upon which the real estate heretofore described abuts or adjoins. Inasmuch as said easement apparently relates only to the permission to construct said lines in the roads upon which the lands under consideration abut, said objection would not seem to be of a serious nature. However, your department should take into consideration the provisions of said easement to determine to what, if any, extent the same may interfere with the state's enjoyment of the premises.

3. At Section 28 there is shown an installment for an assessment for a stone road, amounting to \$1.64, which is unpaid and a lien.

4. At Section 29 there is shown an assessment for a sanitary sewer, payable in the years 1927 to 1936, payable in nine installments of the amount of \$17.58 each. Eight of said installments remain unpaid, totaling the amount of \$140.64, all of which is a lien upon said premises.

Inasmuch as you state that said premises are being conveyed for armory pur-

poses and the deed submitted contains a consideration of one dollar and other good and valuable consideration, it is assumed that said premises are being donated to the State.

An examination of the deed submitted has been made and it is believed it is properly executed and will be sufficient to convey good title to said premises to the State when properly delivered, subject to the encumbrances hereinbefore noted. It may be pointed out that said deed warrants said premises to be free from encumbrances "except taxes and assessments which are now or may hereafter become a lien upon said premises." By the terms of said deed the grantor relieves itself from the payment of the taxes and assessments which are now a lien thereon. If the State accepts said conveyance arrangements should properly be made for the payment of the taxes and assessments hereinbefore mentioned.

Said Abstract and deed is being returned herewith.

Respectfully,
EDWARD C. TURNER,
Attorney General.

3072.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE CLAGUE AND STROHL COMPANY, BOWLING GREEN, OHIO, FOR CONSTRUCTION OF ADDITIONAL TUNNELS, REBUILDING OLD TUNNELS AND PIPING, BOWLING GREEN STATE NORMAL SCHOOL, BOWLING GREEN, OHIO, AT AN EXPENDITURE OF \$5,420.85—SURETY BOND EXECUTED BY THE OHIO CASUALTY INSURANCE COMPANY.

COLUMBUS, OHIO, December 28, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Board of Trustees, Bowling Green State Normal School, and The Clague and Strohl Company of Bowling Green, Ohio. This contract covers the construction and completion of General Contract for additional tunnels, rebuilding old tunnels and piping, Bowling Green State Normal School, Bowling Green, Ohio, and calls for an expenditure of five thousand four hundred and twenty and 85/100 dollars (\$5,420.85).

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. You have also furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 12 of House Bill No. 502 of the 87th General Assembly. In addition you have submitted a contract bond upon which the Ohio Casualty Insurance Company 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 status of surety companies and the workmen's compensation have been complied with.

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 data submitted in this connection.

Respectfully,
EDWARD C. TURNER,
Attorney General.