

3643.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND LONG & BOGNER, WOOSTER, O., COVERING GENERAL CONTRACT FOR ANIMAL INDUSTRY LABORATORY, OHIO AGRICULTURAL EXPERIMENT STATION, WOOSTER, OHIO, AT EXPENDITURE OF \$37,095.00—SURETY BOND EXECUTED BY J. A. MYERS AND ROBERT R. WOODS.

COLUMBUS, OHIO, September 22, 1926.

HON. G. 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, for and on behalf of the Board of Control of Ohio Agricultural Experiment Station, and Long & Bogner, of Wooster, Ohio. This contract covers the general contract for animal industry laboratory, (exclusive of plumbing, heating and ventilating, electrical work, excavation, first story partitions, ceiling lath and all plastering of first story) Ohio Agricultural Experiment Station, Wooster, Ohio, and calls for an expenditure of \$37,095.00.

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 J. A. Myers and Robert R. Woods appear 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 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,

C. C. CRABBE,  
*Attorney General.*

3644.

ABSTRACT, STATUS OF TITLE TO PREMISES IN LAUREL TOWNSHIP, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, September 22, 1926.

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

DEAR SIR:—Examination of an abstract of title, warranty deed and other data submitted by you for my examination and opinion discloses the following:

The abstract as submitted was prepared and certified under date of September 13, 1926, and pertains to the following premises:

Situate in the township of Laurel, county of Hocking and State of Ohio, and described as follows:

FIRST TRACT: The southeast quarter of the southeast quarter of section 21, township 12, range 18, Hocking county, Ohio, containing 41.35 acres, more or less.

SECOND TRACT: Beginning at the southwest corner of section 22, township 12, range 18, Hocking county, Ohio; thence east on section line, 84 rods; thence north 23 rods and 12 feet; thence west 84 rods; thence south to place of beginning 23 rods and 12 feet, being a part of the west half of the southwest quarter of said section 22, containing 12 acres, more or less.

THIRD TRACT: In section 22, same township and range, commencing 23 rods and 12 feet north of the southwest corner of said section; thence north 7 1-3 rods; thence east 11 rods; thence south 7 1-3 rods; thence west eleven rods to place of beginning, containing 1-2 acre.

FOURTH TRACT: Being the west half of the southeast quarter of section 22, township 12, range 18, containing 80 acres, more or less.

FIFTH TRACT: Being the west half of the southeast quarter of section 27, township 12, range 18, Hocking county, Ohio, containing 80 acres, more or less.

SIXTH TRACT: The east half of the southwest quarter of section 27, township 12, range 18, Hocking county, Ohio, containing 82 acres, more or less. Excepting one-half acre heretofore sold off of the south end of the above described eighty acre lot for school purposes.

SEVENTH TRACT: The northeast quarter of the northwest quarter and the southeast quarter of the northwest quarter of section 34, township 12, range 18, Hocking county, Ohio, containing 81 acres, more or less.

Upon examination of said abstract, I am of the opinion that same shows a sufficient title to the above premises in William Byron Zeigler, subject to the following:

At page 117 of the abstract there appears an oil and gas lease by the present owner and wife to the Central Contract and Finance Company covering the premises described in the first tract and other premises. Said oil and gas lease grants "all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon for the purpose of drilling and operating for oil, gas or water and to erect, maintain and remove all structures, pipe lines and machinery necessary for the operation and storage of oil, gas or water." Said lease reserves as consideration for same "one eighth of all oil produced and saved from premises, and to pay \$200.00 per year for each gas well, payable quarterly in advance." Said lease further provides that if no well is completed within one year same to be null and void, unless the lessee shall pay \$200.00 each year in advance that such completion is delayed thereafter, for two years further time to complete a well. It also appears that said lease was assigned by said Central Contract and Finance Company to the Ohio Fuel Supply Company and by the Ohio Fuel Supply Company to the Ohio Fuel Gas Company, which assignments are duly recorded. It also appears from a notation of the abstracter that under the above lease a well was drilled on said premises, which is still producing and the gas well rental is being paid.

Your attention is thus directed to the details of this lease with the suggestion that you should ascertain to what extent, if any, the further operations of the lessee may obstruct or interfere with the intended use of said premises by the State of Ohio.

Your attention is also directed to a grant of a right of way for pipe line, as set forth in the abstract at page 124. This is a grant by the present owner and wife to the Ohio Fuel Supply Company, and grants a right to the grantee to lay pipe line, maintain, operate, repair and replace and remove the same, and to erect, operate and remove telegraph and telephone lines along said line if necessary, over and through the premises described as Tracts 2, 3, 5 and 6.

Your attention is thus directed to the details of this grant with the suggestion that you should ascertain to what extent, if any, said right of way would interfere with the intended use of these premises by the State of Ohio.

Your attention is also directed to a grant of right of way by the present owner to the Logan Natural Gas and Fuel Company as same appears at page 125 of the abstract. This is a similar grant for the purpose of laying pipe lines, etc. I am unable to determine from the meager description of the premises in said lease what lands said right of way is over. However, for the reason that same has been placed in the abstract they are doubtless a part of the lands being conveyed to the State of Ohio, and your attention is directed to this grant of right of way with the suggestion that you should determine more definitely over what lands said grant of right of way extends, and also to determine to what extent, if any, said grant of right of way will interfere with the intended uses of the premises by the State of Ohio.

Your attention is also directed to a further grant of right of way to the Ohio Fuel Gas Company as set forth at page 129 of the abstract. This is a further and similar grant of a right to lay pipe line, etc. and involves the premises described in the first tract in the abstract.

Your attention is directed to this grant of right of way, with the suggestion that you should determine to what extent, if any, same would interfere with the intended uses of the premises by the State of Ohio.

Your attention is also directed to the certificate of the abstracter appearing at page 130, wherein the acreage and valuation thereof of the several tracts are set forth. There also appears a road assessment against the first tract as described in the caption of said abstract. Said road assessment is in the total sum of \$84.17 and runs for eight years. This assessment must be paid and the lien thereof cancelled before the State of Ohio can accept the transfer of these premises.

The certificate of the abstracter makes no showing with reference to current taxes. Therefore, it is suggested that a further supplementary statement be obtained from the abstracter showing the exact state of the taxes on all the premises described in the caption, and a further showing that all taxes due are paid.

The taxes for the year 1926 became a lien on April 11, 1926, but the amount of same are probably as yet undetermined.

The warranty deed as submitted is in proper form, and has already been properly executed, and will be sufficient to convey the title to the premises under consideration to the State of Ohio when properly delivered.

Encumbrance Estimate No. 935 covering the consideration of \$9,825.00 for these premises has also been submitted, and appears to have been properly certified by the Director of Finance under date of September 20, 1926.

You have also submitted transcript showing the approval of this purchase by the Controlling Board.

The abstract, warranty deed and other data submitted by you are herewith returned.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*