

COLUMBUS, OHIO, June 12, 1931.

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

DEAR SIR:—Under date of April 30, 1931, I rendered to you Opinion No. 3194, stating the results of my analysis of the documents and papers, submitted by you, relating to the proposed purchase of an 821 acre tract of land situated in Rarden Township, Scioto County, Ohio, from Lafayette and Volney S. Taylor. In the third paragraph of said opinion it was stated:

“I call your attention, however, to the fact that apparently Lafayette Taylor and Volney S. Taylor do not now purport to own or to convey to the State of Ohio, all of the 821 acres. It appears (page 34, Abstract) that, after having acquired the 821 acre tract, the Taylors conveyed an 8.88 acre strip to one G. W. Mustard, and that the proposed deed to the State of Ohio makes an exception to this 8.88 acre tract. As a matter of fact, the deed to the State of Ohio does not expressly state how many acres are being conveyed to the State.”

Subsequently, there has been submitted to me a new draft of a deed for said premises from the Messrs. Taylor to the State of Ohio. This deed expressly states that the actual acreage is 821 acres, more or less. From the foregoing excerpt from the former opinion, it is apparent that, as far as the paper title is concerned, there were less than 821 acres in the tract under discussion. However, a check of the acreage of this land has recently been made by Mr. Kennedy, Assistant State Architect and Engineer in the Department of Finance, and he states that there are at least 821 acres in the tract proposed to be conveyed to the state. In view of the clearing up of this matter, I herewith give my approval to the title and deed relating to this purchase, with the exception, of course, of certain tax encumbrances pointed out in the former opinion.

Enclosed please find the newly drafted deed, the originally drafted deed and Opinion No. 3194, recently left with me by Mr. Volney Taylor.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

3321.

APPROVAL, FOUR GAME REFUGE LEASES TO LAND IN PREBLE,  
CLARK AND WOOD COUNTIES.

COLUMBUS, OHIO, June 12, 1931.

HON. J. W. THOMPSON, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR:—You have submitted the following leases, each for the term of five years, granting premises to the State for game refuge purposes:

No.	Lessor	County	Township	Acreage
2093	Richard R. Becker	Preble	Somers & Gasper	69.75
2103	Ernest O. Houck	Clark	Mad River	562.64
2104	B. E. Groenwald	Wood	Middleton	28.5
2105	E. M. Groenwald	Wood	Middleton	13.32

Finding said leases to have been executed in proper legal form, I have accordingly endorsed my approval thereon as to form, and return the same herewith.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

3322.

APPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN HURON COUNTY, OHIO.

COLUMBUS, OHIO, June 12, 1931.

HON. O. W. MERRELL, *State Highway Director, Columbus, Ohio.*

3323.

APPROVAL, BONDS OF GOSHEN RURAL SCHOOL DISTRICT, MAHONING COUNTY, OHIO—\$5,000.00.

COLUMBUS, OHIO, June 13, 1931.

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

3324.

DISAPPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND J. A. HICKEY, INC., OF CLEVELAND, OHIO, FOR WATER SYSTEM FOR HAWTHORNDEN FARM, CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO.

COLUMBUS, OHIO, June 13, 1931.

HON. JOHN MCSWEENEY, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my approval a contract between the State of Ohio, acting by yourself as Director of Public Welfare, and J. A. Hickey, Inc., of Cleveland, Ohio, for the completion of Water System for Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio.

Upon examination of the files submitted, I find that there are several errors in the papers. Also several essential documents are missing. The following is a summation of these errors and omissions:

1. In the five copies of the contract, there does not appear any total sum to be paid to the contractor.
2. The encumbrance estimate states the contract price to be \$17,813.00, yet the form of proposal would indicate the bid to be \$17,213.00, and the tabulation of bids lists the contractor's bid as \$17,840.00.
3. There is no form of notice to bidders.