

3708.

## STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN UNION TOWNSHIP, SCIOTO COUNTY, VIRGINIA MILITARY SURVEYS, TWO TRACTS OF 20 AND 117 ACRES RESPECTIVELY.

COLUMBUS, OHIO, November 8, 1922.

HON. L. J. TABER, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract which was certified by Joseph W. Mitchell, Abstracter, October 19, 1922, and inquired as to the status of the title to the following described premises as disclosed by said abstract:

*First Tract:* Being 117 acres of land in surveys Nos. 15225, 14900, 15830 and 15836 of the Virginia Military Surveys situated in Union Township, Scioto County, Ohio.

*Second Tract:* Being 20 acres of land in survey No. 15225 of the Virginia Military Survey situated in Union Township, Scioto County, Ohio.

An examination has been made, and it is the opinion of this department that said abstract shows the title to the first tract to be in the name of Rachel Swords and the second tract in the name of Malinda Wood. However, your attention is directed to the fact that on page 67 there is shown a mortgage executed by Rachel Swords to Fannie Maxwell June 29, 1920, to secure the payment of \$240.00, which constitutes a lien and encumbrance upon a part of said premises, and according to the abstract, is unpaid and unreleased of record. Before accepting the conveyance you should determine that this mortgage is paid, and see that it is properly released of record.

Your attention is further called to the fact that on pages 48 and 50 there are shown conveyances made by Joseph O'Harrah upon which the title of the present owner depends, and it is not disclosed what the marital status of the said grantor was at the time of the execution of the conveyances. If he were married at that time and his wife is still living, of course, she would have a dower interest in said premises. The value of this would depend upon the circumstances with reference to her age and the probable income from the premises. Therefore, you should determine to what extent, if any, such a possible dower interest would affect the enjoyment of the premises, or determine to your satisfaction that there is no such interest.

The taxes for the year 1922 are unpaid and a lien.

You have submitted a deed executed by Rachel Swords and husband which is believed to be sufficient to convey the title of the said grantor to the State when properly delivered.

Also the deed of Malinda Wood and husband has been submitted, which it is believed has been properly executed and sufficient to convey the interest to the second tract to the State when delivered.

Encumbrance Estimate No. 2412 in the amount of \$2,200, and Encumbrance Estimate No. 2413 in the amount of \$500, have been submitted, each of which contains the certificate of the Director of Finance to the effect that there are encum-

bered balances legally appropriated sufficient to cover the respective sums available for the purchase contemplated.

The abstract, deed and encumbrance estimate are being herewith returned.

Respectfully,  
JOHN G. PRICE,  
*Attorney-General.*

---

3709.

APPROVAL, CONTRACT OF STATE OF OHIO WITH THE WEINMAN PUMP MANUFACTURING COMPANY, FOR CLEANING A WELL AND INSTALLATION OF A DEEP WELL PUMP, OHIO STATE CAPITOL BUILDING, COLUMBUS, AT A COST OF \$1,674—SURETY BOND EXECUTED BY GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, November 8, 1922.

HON. LEON C. HERRICK, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted to this office for approval contract between the State of Ohio, acting by the Department of Highways and Public Works, and the Weinman Pump Mfg. Co., incorporated under the laws of the State of Ohio, said contract being for the cleaning of a well, together with labor and material required for the installation of deep well pump in the Ohio State Capitol Building, Columbus, Ohio, and involves an expenditure of One Thousand Six Hundred and Seventy-four Dollars (\$1,674.00).

Bond in the amount of \$1,674.00 is furnished with Globe Indemnity Company as surety.

It appears that The Weinman Pump Mfg. Company's bid was \$38.00 higher than the bid of G. M. Baker & Son. In this connection, in a letter to this department under date of November 4th, you explain that the bid of G. M. Baker & Son was rejected as not being in compliance with the specifications in this, that, whereas, paragraph 3 of the specifications calls for a 4 inch by 24 inch double action working barrel pump, the proposal of the said G. M. Baker & Son specifies a cylinder of 3¾ inch by 24 inch.

Finding said contract and bond in proper form, I am this day approving same and am returning to your office the papers submitted to me in this connection.

Respectfully,  
JOHN G. PRICE,  
*Attorney-General.*

---

3710.

APPROVAL, BONDS OF HARRISON TOWNSHIP RURAL SCHOOL DISTRICT, CHAMPAIGN COUNTY, \$5,500, FOR CONSTRUCTION OF SCHOOL BUILDING.

COLUMBUS, OHIO, November 8, 1922.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*