

736.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND D. B. HUSSEY, COLUMBUS, OHIO, FOR REMODELING AND REPAIRING. RESTAURANT FOR ADMINISTRATION BUILDING, OHIO STATE FAIR GROUNDS, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$4,600.00.

COLUMBUS, OHIO, July 14, 1927.

HON. GEORGE 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 the Department of Agriculture, and D. B. Hussey, of Columbus, Ohio. This contract covers the construction and completion of General Contract for Remodeling and Repairing Present Restaurant for Administration Building, Ohio State Fair Grounds, Columbus, Ohio, and calls for an expenditure of four thousand six hundred dollars (\$4,600.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the obligations of the contract. You have also submitted a personal contract bond in a sum sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans and specifications were properly prepared and approved, notice of 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,
EDWARD C. TURNER,
Attorney General.

737.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN SALEM TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, July 14, 1927.

HON. CHAS. V. TRUAX, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted for my opinion a form of deed and the abstract of title prepared by R. G. Porter of Steubenville, Ohio, up to June 1, 1927, on the following premises, owned by John S. and Lyde M. Umensetter, situate in the Township of Salem, County of Jefferson and State of Ohio, and bounded and described as follows:

“Being part of the southwest quarter of Section 18, Township 10 and Range 3, beginning at the N. W. Corner of said quarter section, thence E. 2020 feet; thence S. 1119 feet; thence N. 57° W. 900 feet; thence N. 85° W. 775 feet; thence S. 74° W. 519 feet to section line; thence with section line N. 770 feet to the beginning, containing 34 acres, more or less.”

Upon examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to said 34 acres in John S. and Lyde M. Umensetter, subject to the following:

1. An oil and gas lease by John S. Umensetter, et al., to C. H. Snyder, July 9, 1909, recorded in Vol. 13, page 456 of the Lease Records. The abstracter's notes concerning this lease are very meager. The abstract shows that some one is to complete a well within ninety (90) days and that the lease has not been cancelled. The cancellation of this lease can probably be secured and should be done, if possible.

2. An oil and gas lease by John S. Umensetter, et al., to P. H. Harris, September 29, 1910, recorded in Lease Record No. 14, page 336. The abstracter says that this lease has not been cancelled and the only noted requirement is that some one complete a well in four months.

3. The abstracter also notes that The Bergholz Telephone Company has a right of way across the land of John S. and Lyde M. Umensetter, but there is no record of the same in the lease or agreement record.

4. Taxes payable in June, 1927, in the sum of \$52.30.

5. Taxes for 1927, payable in December, 1927, and June, 1928, amount yet undetermined, are also a lien.

6. There is a road assessment for the improvement of the Richmond-Pravo Road payable in thirteen instalments, the first payment to be made in 1927, supposedly in the sum of \$15.67. The full amount of this assessment with interest, if any, should be ascertained.

The abstract does not show that any examination has been made in the United States Court and that an examination of the judgment indexes in the Clerk's and Sheriff's offices for judgment liens only goes back as far as 1910.

The form of deed submitted has not been executed, witnessed or acknowledged. However, the form is correct and when properly witnessed, executed and acknowledged will give a good title to the land under consideration.

The abstract of title and form of deed are herewith returned to you.

Respectfully,

EDWARD C. TURNER,

Attorney General.

738.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN SALEM TOWNSHIP,
JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, July 14, 1927.

HON. CHAS. V. TRUAX, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted for my opinion a form of deed and the abstract of title, prepared by R. G. Porter of Steubenville, Ohio, up to June 1, 1927, on the following premises, owned by William H. and Carrie L. Ramsey, situate in the Township of Salem, County of Jefferson and State of Ohio, and bounded and described as follows:

“Being a part of Section 18, Township 10 and Range 3, beginning at a point in the north boundary of the southwest quarter of said Section 18, said point being corner to Ramsey and Umensetter tract; thence with Town