

the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's office, Franklin County, Ohio, saving and excepting therefrom 12 feet off the rear end of each of said lots reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Nellie May Hartley, subject to the following exceptions:

Section 7 of the abstract shows a certain mortgage not satisfied of record, but inasmuch as I find the same mortgage in other abstracts you have submitted, with a notation to the effect that the same is undoubtedly paid, I am of the opinion same can be waived. The release of the mortgage as shown at section 16 is in defective form, but as the release shows the note secured by the mortgage was undoubtedly paid, this defect may be waived.

Attention is directed to the restrictions in the conveyances shown at sections 26 and 30 of the first part of the abstract prepared by C. E. Justice on July 22, 1920, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises.

It is suggested that the proper execution of a general warranty deed by Nellie May Hartley and husband, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

665.

ABSTRACT, STATUS OF TITLE, LOT NO. 88, HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, August 23, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by Adolph Haak & Co., Abstracters, August 10, 1905, a continuation thereto made by Adolph Haak & Co., Abstracters, December 29, 1918, and a further continuation made by E. M. Baldrige, Attorney, on August 20, 1923, and pertains to the following premises:

Being Lot No. 88 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's Office, Franklin County, Ohio, saving and excepting therefrom six feet off the rear end thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Nelson A. Sims, subject to the following exceptions:

The release of the mortgages shown at sections 8 and 14 of the first part of the abstract are in defective form, but as the note secured by the mortgage shown in section 8 has been long past due, no action could be maintained upon same. The release shown in section 14 shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the continuation of August 20, 1923, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises.

It is suggested that the proper execution of a general warranty deed by Nelson A. Sims and wife, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,
C. C. CRABBE,
Attorney-General.

666.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND W. G. CORNELL COMPANY, CLEVELAND, OHIO, TO COVER INSTALLATION OF HEATING, MALE INFIRMARY BUILDING, CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO, AT A COST OF \$13,040.00—SURETY BOND EXECUTED BY THE NEW AMSTERDAM CASUALTY COMPANY.

COLUMBUS, OHIO, August 23, 1923.

HON. L. A. BOULAY, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Highways and Public Works, and The W. G. Cornell Company, of Cleveland, Ohio. This contract covers the installation of