

nowledged in the manner provided by law; and I further find upon examination of the provisions of this deed that the form of the same is such that it is legally sufficient to convey this property to the state of Ohio by full fee simple title with a full covenant of warranty upon the part of the above named grantors that this property is free and clear of all encumbrances whatsoever. Said deed is accordingly approved by me.

Upon examination of contract encumbrance record No. 13 which has been submitted as a part of the files relating to the purchase of the above described property, I find that the same has been executed by the proper officers, and that there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property, which purchase price is the sum of \$800.00.

I further find from a recital in said contract encumbrance record, as well as from the certificate of the Controlling Board, that the purchase of the above described property has been approved by said Board, and that it has released from the appropriation account the money necessary to pay the purchase price of the property.

I am herewith returning to you said abstract of title, warranty deed, contract encumbrance record No. 13, Controlling Board certificate and other files which you submitted to me with respect to the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4033.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES—
W. D. VAN NESS, AS AUDITOR, DEPARTMENT OF HIGHWAYS.

COLUMBUS, OHIO, March 8, 1935.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a bond to guarantee the faithful performance of the duties of W. D. Van Ness, as Auditor, Department of Highways. This bond, given by the Glens Falls Indemnity Company, Glens Falls, New York, is in the penal sum of \$10,000.00.

Such bond is apparently executed pursuant to the provisions of sections 1181-1 and 1182-3, General Code, which read, in so far as pertinent, as follows:

Sec. 1181-1. " * * * He (the auditor) shall give a bond in the sum of ten thousand dollars. * * * "

Sec. 1182-3. " * * * All bonds hereinbefore provided for * * * shall be approved as to the sufficiency of the sureties by the director (of highways), and as to legality and form by the attorney general * * * "

Finding said bond to have been properly executed in accordance with the foregoing provisions of the statutes, I am endorsing my approval on said bond and returning it to you herewith.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4034.

APPROVAL, ABSTRACT OF TITLE, ETC., TO LAND IN HANOVER TOWNSHIP, ASHLAND COUNTY, OHIO, OWNED BY GOLDA J. MCGUIRE.

COLUMBUS, OHIO, March 8, 1935.

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

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance records Nos. 12 and 20, and the Controlling Board's certificate relating to the proposed purchase by the state of Ohio, for the proper use of the Ohio Agricultural Experiment Station of a tract of land in Hanover Township, Ashland County, Ohio, which tract of land is described as separate parcels in the deed above referred to, as follows:

"Being the South half of the North East quarter of Section Number Nine (9) in Township Number Nineteen (19) of Range Number Sixteen (16). Excepting one (1) acre out of the North West corner of said half quarter sold to John Bowman, the tract of land hereby conveyed contains Seventy-nine (79) acres, more or less.

Situated in the County of Ashland, in the State of Ohio, and in the Township of Hanover and bounded and described as follows: Being One (1) acre of land out of the North West corner of the South half of the North East quarter of Section Number Nine (9) in Township Number Nineteen (19) of Range Number Sixteen (16)."

Upon examination of the abstract of title submitted, which abstract is certified by the abstractor under date of March 1, 1935, I find that Golda J. McGuire has a good merchantable fee simple title to the above described property free and clear of all encumbrances except unpaid taxes in the amount of \$22.68, which are a lien upon the property and except any outstanding indebtedness of the estate of John Brubaker, deceased, which estate is still open for administration by said Golda J. McGuire, as Executrix of the said estate. Any indebtedness of said John Brubaker, existing at the time of his decease, and which is now unpaid, is a lien upon the property in question. In this connection it is noted that although the abstract contains information showing that no inheritance taxes have accrued on the succession or successions to the property and estate of John Brubaker, deceased, there is nothing in the abstract to indicate the status of said estate with respect to indebtedness existing at the time of the death of John Brubaker. It is suggested, therefore, that before the transaction for the purchase of this property is closed some investigation with respect to this matter should be made, and information obtained with respect to such indebtedness, if any.

Upon examination of the warranty deed tendered by Golda J. McGuire, I find that the same has been properly executed and acknowledged by said grantor and by C. C. McGuire, her husband. I further find upon examination of the provisions of this deed, that the form of the same is sufficient to convey this property to the state of Ohio by full fee simple title free and clear of the dower interest of said C. C. McGuire and with a warranty that the same is free and clear of all encumbrances whatsoever.

Contract encumbrance records Nos. 12 and 20 which have been submitted as part