

2776.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF EARL CHEATWOOD
IN UNION TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, October 25, 1928.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication enclosing abstract of title, warranty deed and other files pertaining to the purchase of a certain tract of land in Union Township, Scioto County, Ohio, the same being a part of Ohio State University Lot No. 17 and being more particularly described as follows:

“Beginning at a white oak stump in a field near the road, corner to Survey No. 15757; thence South $22\frac{1}{4}^{\circ}$ W. 167 poles to a stake on top of ridge in line of Cuppett and Webb in said lot; thence with their lines and the top of the ridge S. 23° E. 17.6 poles to three small pines; thence S. 29 poles to a white oak; thence N. 73° W. 23 poles to a double pine; thence S. $84\frac{1}{4}^{\circ}$ E. 36 poles to two chestnut oaks on top of ridge; thence S. $84\frac{1}{2}^{\circ}$ E. 16 poles to a pine; thence S. 32° W. $3\frac{1}{2}$ poles to a stake on the line of lot 18; thence with the line thereof E. 3 poles to the N. E. corner to said lot 18 and West corner to lot 19; thence E. 48 poles to a stone marked ‘C’ chestnut oak, black oak, hickory and pine, S. E. corner of said lot 17 and corner to lot 16; thence along the line between said lots, N. 285 poles to a stone marked ‘H’ chestnut oak and black oak, corner to said lots, and one line of the aforesaid Survey No. 15,757; thence with said line S. $80^{\circ} 30'$ W. $108\frac{1}{2}$ poles to the place of beginning, to contain one hundred (100) acres of land.”

Upon a careful examination of the abstract of title submitted I find that Earl Cheatwood, the present owner of record of the above described lands and premises, has a good and merchantable fee simple title to the same, subject only to the following exceptions:

1. It appears from the abstract that on December 9, 1910, one Louis Boldman, being then the owner of a tract of 216.07 acres of land, which included the lands here under investigation, conveyed the same by general warranty deed to one J. E. Blackburn. There is nothing in the abstract to show whether at the time of this conveyance said Louis Boldman was married or unmarried. In this connection it appears that on March 9, 1887, the said Louis Boldman was a married man, his wife being one Harriet Boldman. That on said date pursuant to a separation agreement entered into by and between the parties said Harriet Boldman joined with her husband Louis Boldman in the execution of a general warranty deed to one John J. Harper, Trustee, whereby she specifically relinquished all her dower rights and interest in and to said tract of land. Thereafter, on May 8, 1894, said John J. Harper, Trustee, reconveyed said tract of land to Louis Boldman. It appears that at the time of said separation agreement between said parties in 1887, there was pending in the Common Pleas Court of Scioto County a certain action in which Harriet Boldman sought to recover alimony from Louis Boldman and said separation agreement was apparently made for the purpose of compromising and settling said claim for alimony. However, there is nothing in the abstract to show whether the marital relations between said parties were ever dissolved by divorce or otherwise; or if so, whether said Louis Boldman at any time after he obtained title to said tract of land on May 8, 1894, and before his conveyance of the same to J. E. Blackburn on December 9, 1910, remarried. It

is obvious that if said Louis Boldman did so remarry and his wife is still living that she would still have her dower rights and interest in said larger tract of land, including the lands here under consideration, unless she has released the same or such rights have been barred.

The abstract should be corrected so as to set out the facts in regard to the matters mentioned in this exception.

2. The undetermined taxes for the year 1928 on the above described lands are a lien on the same and some adjustment should be made with respect to the payment of such taxes before the transaction relating to the purchase of this property is closed.

An examination of the warranty deed tendered to the State of Ohio by said Earl Cheatwood shows that the same has been properly executed and acknowledged by him and by his wife, Mary E. Cheatwood, and that said deed is in form sufficient to convey to the State of Ohio a fee simple title to the above described lands, free and clear of the dower interest of said Mary E. Cheatwood and free and clear of all encumbrances whatsoever.

Encumbrance Estimate No. 4265, which has been submitted to me with said abstract and deed shows that the same has been properly executed and that there are sufficient balances in the appropriation act to pay the agreed purchase price of this property.

It also appears by a copy of the certificate of the Controlling Board that the purchase of the above described property was duly approved by said board at a meeting held under date of October 4, 1928.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate and Controlling Board Certificate.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2777.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE REITER COMPANY, ELGIN, ILLINOIS, FOR CONSTRUCTION OF WATER SOFTENING EQUIPMENT FOR LIMA STATE HOSPITAL, LIMA, OHIO, AT AN EXPENDITURE OF \$8,650.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY.

COLUMBUS, OHIO, October 25, 1928.

HON. JOHN E. HARPER, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Welfare (Lima State Hospital, Lima, Ohio), and the Reiter Company, of Elgin, Illinois. This contract covers the construction and completion of Water Softening Equipment for Lima State Hospital, Lima, Ohio, and calls for an expenditure of eight thousand six hundred and fifty dollars (\$8,650.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 12 of House Bill No. 502 of the 87th General Assembly. In addition you have submitted a contract bond, upon which the Southern Surety Company appears as surety, sufficient to cover the amount of the contract.