

1802.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE VANGUNDY BECK COMPANY, LANCASTER, OHIO, FOR THE CONSTRUCTION OF GENERAL ITEMS (1-20) FOR ADDITION TO POWER HOUSE, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$127,413.00—SURETY BOND EXECUTED BY THE OHIO CASUALTY INSURANCE COMPANY OF HAMILTON, OHIO.

COLUMBUS, OHIO, March 3, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for and on behalf of the Board of Trustees of the Ohio State University, and The VanGundy Beck Company, of Lancaster, Ohio. This contract covers the construction and completion of General Items (1-20 inc.) for "Addition to Power House" on the University campus, Ohio State University, Columbus, Ohio, and calls for an expenditure of one hundred twenty-seven thousand and four hundred thirteen dollars (\$127,413.00).

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 submitted a certificate from the Controlling Board, signed by the Secretary thereof, that in accordance with Section 12 of House Bill No. 502, 87th General Assembly, said board has properly consented to and approved the expenditure of the moneys appropriated by the 87th General Assembly for the purpose covered by this contract. In addition, you have submitted a contract bond upon which The Ohio Casualty Insurance Company of Hamilton, Ohio, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and 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.*

1803.

APPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE MATTHES, IN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO.

COLUMBUS, OHIO, March 3, 1928.

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

DEAR SIR:—You are hereby referred to Opinion No. 1783 under date of February 29, 1928, on corrected abstract of title of certain lots and lands situated in the City of Sandusky, Erie County, Ohio, and being parts of water lots Nos. 37 and 38, more particularly described in the opinion above referred to. In this opinion I found that George C. Matthes was the owner of a good and merchantable fee simple title to said lands and premises, subject to certain exceptions therein stated.

One of these exceptions was with respect to the action of one Lillian Sherman vs. George C. Matthes, now pending in the Common Pleas Court of Erie County, and as to this case I advise you that any judgment rendered in said case during the present term of said Common Pleas Court would be a lien upon said premises from the first day of the present term of said Common Pleas Court. As to this, I beg to advise that I am in receipt of advice by communication from the local agents of The Lumbermen's Mutual Casualty Company at Sandusky, Ohio, that said George C. Matthes is covered by a policy of liability insurance in the sum of \$25,000.00, which will serve to protect him in case of an adverse judgment in the pending action before mentioned. In this situation I am of the opinion that the exception noted in the former opinion of this department may be safely waived.

Another exception noted in said opinion was with respect to certain unpaid taxes on said premises for the last half of the year 1927. As to this exception, there has been exhibited to me receipted bill of the county treasurer of Erie County showing the payment of said taxes.

In said former opinion, your attention was called to the possibility that some person or persons other than said George C. Matthes might be in actual possession of the premises under consideration, in which event the State of Ohio, as the purchaser of said premises, would be required to take notice of the rights of such person or persons, whatever they may be. Your attention was also called to your duty to inquire whether or not any person or persons are furnishing labor or material on any building or structure on said premises that might be the subject of the mechanic's lien, or whether any such person or persons have done so, within the statutory time within which a mechanic's lien might be perfected on said premises.

These possible exceptions to the title of said George C. Matthes to said lands have been obviated by an affidavit of said George C. Matthes, in which it is stated that there is no lease of any kind outstanding against said premises or any part thereof, and that there is no one in actual possession of said premises other than said George C. Matthes. It is also stated in said affidavit that there has been no labor or material furnished on said premises which have not been fully paid for and that no labor or material has been furnished which might be the subject of a lien against said premises.

The corrected deed for said premises executed by said George C. Matthes and wife was approved in the former opinion of this department above noted.

The certificate over the signature of the Secretary of the Controlling Board has been exhibited to me, which certificate shows that under date of February 7, 1928, said Controlling Board approved the purchase of said lands and premises for the sum of \$10,000.00.

I have also examined the encumbrance estimate prepared with respect to the purchase of said property, and find that the same shows unencumbered balances in the proper appropriation account sufficient to cover the purchase price of the property under consideration.

I am herewith returning to you corrected abstract of title, corrected warranty deed, certificate of action of Controlling Board, and encumbrance estimate.

The affidavit and other written information above noted, correcting the abstract with respect to the former exceptions referred to, are likewise herewith returned and the same should be made a part of the abstract.

The title of said George C. Matthes to the lands and premises, which have been the subject of this and the former opinion above noted, and the proceedings relating to the purchase of the same are hereby approved.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*