

shows that the mortgagors, who were the grandparents and parents of said Cinderella Keslar are dead, also that the mortgagee, whom Johnson Keslar as a boy knew as a man sixty-five years ago is dead; also that said Keslars never heard of said mortgage until the same was mentioned to them by a representative of the state November 17, 1926, and that no claim or demand has been made on them on account of said mortgage during their long occupancy of said premises. I am therefore of the opinion that this also may be disregarded.

The affidavit of said Keslars submitted herewith also shows that the John and Jane Culbertson, who reserved a life interest in certain parts of said premises as shown on page 9 of the John Keslar Abstract and on page 10 of the Cinderella Keslar Abstract are both dead so that said life estates have terminated.

On page 20 of each Abstract is an uncancelled oil and gas lease to The Inter State Oil Company dated April 22, 1904. The affidavit of the Keslars submitted herewith to the effect that no well was ever drilled under this lease and that no rentals were ever paid thereon, shows the conditions of said lease to have been violated by the lessee, thus rendering the same null and void.

There is also submitted herewith the oil and gas lease now held by The Logan Gas Company as set forth on page 24 of the Johnson Keslar Abstract and on page 22 of the Cinderella Keslar Abstract, on which is an assignment to the State of Ohio, which lease the state in its contract of purchase agreed to assume.

On pages 28 and 29 of the Johnson Keslar Abstract are uncancelled mortgages held by The Wayne Building & Loan Company of Wooster, Ohio, which the vendors in their contract of sale agreed to pay, and payment of which should be made a condition of the delivery of the voucher.

Taxes for the year 1926 on the Johnson Keslar tract amounting to \$57.60 and on the Cinderella Keslar tract amounting to \$7.70 are a lien. However, the vendors have agreed in their contract of sale to pay the taxes. Payment should of course be made a condition of the delivery of the voucher.

In view of the above explanations, I am of the opinion that said Abstract shows a good and merchantable title to said 40 acres in John Keslar and to said 8.53 acres in said Cinderella Keslar.

A warranty deed from Johnson Keslar and wife, Cinderella Keslar is submitted herewith, and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

It also appears from a copy of minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this Abstract.

The Abstract, warranty deed and other data submitted are herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

3839.

ABSTRACT, STATUS OF TITLE TO LAND LOCATED IN VILLAGE OF CALDWELL, NOBLE COUNTY, BEING PART OF SECTION 3, TOWNSHIP 6, RANGE 9.

COLUMBUS, OHIO, November 27, 1926.

HON. G. F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted by your department for my examination and approval, discloses the following:

The abstract as submitted pertains to .31 of an acre of land located in the village

of Caldwell, Noble county, Ohio, being part of the northeast quarter of section 3, township 6, range 9, and being more particularly described in the last conveyance set forth in the abstract to which this opinion is attached.

Said abstract was prepared and certified under date of November 15, 1926. On examination of same I am of the opinion that it shows sufficient title to the premises under consideration in Norval Robey, H. D. Beymer, Bert Gaither and C. E. Kirchner. Attention is directed to the fact that the premises under consideration abut upon West street in the village of Caldwell, which is now in progress of improvement, and that the assessments therefor have not as yet been levied. In view of this situation there will doubtless be an assessment made against said premises on account of the improvement of said West street.

Attention is also directed to the fact that the taxes for the year 1926 are a lien and unpaid.

The warranty deed as submitted will be sufficient to convey the premises to the State of Ohio when properly delivered. However, it will be noted that the warranty in said deed excepts therefrom any assessment that may be hereafter levied for the improvement of said West Street.

You have also submitted a copy of the minutes of the Controlling Board approving this purchase.

It will also be necessary for your department to procure from the Director of Finance an encumbrance estimate covering this purchase before the final consummation of same. Said encumbrance estimate should be made jointly to the four owners of the premises being purchased.

The abstract, warranty deed and other data submitted by you are herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

3840.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND LEO HERMAN, BOWLING GREEN, OHIO, COVERING CONSTRUCTION AND COMPLETION OF GENERAL CONTRACT INCLUDING LOW TENSION TRANSFORMER PLATFORM AND REMODELING PRESENT NORTH WING FOR ADDITION TO POWER PLANT, BOWLING GREEN STATE NORMAL SCHOOL, BOWLING GREEN, OHIO, AT EXPENDITURE OF \$21,314.00—SURETY BOND EXECUTED BY THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK.

COLUMBUS, OHIO, November 27, 1926.

HON. G. 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 and on behalf of the board of trustees of Bowling Green State Normal School, and Leo Herman of Bowling Green, Ohio. This contract covers the construction and completion of general contract, including low tension transformer platform and remodeling present north wing, exclusive of plumbing, heating and electrical work, for addition to power plant, Bowling Green State Normal School, Bowling Green, Ohio, and calls for an expenditure of \$21,314.00.