

lessors to be "Geo. C. Martha F. Bittikofer," while the signature is "George and Martha Bittikofer," obviously in the same handwriting. It being essential that the individual owners of the property should sign their names individually to said lease, it is obvious that the same cannot be approved in its present form.

For the above reasons, I am forced to return all of the leases submitted without my approval endorsed thereon.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2470.

APPROVAL, ABSTRACT OF TITLE TO LAND OF MARY HERB, KATHERINE THOMAS, FRANK HERB AND MARY MILLER IN FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, October 21, 1930.

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

DEAR SIR:—There have been submitted for my examination and approval, an abstract of title, warranty deed, encumbrance estimate No. 789 and Controlling Board's certificate relating to the proposed purchase by the State of Ohio, of a tract of land situated in Franklin Township, Ross County, Ohio, which is owned of record by Mary Herb, widow of Johann Ernest Herb, deceased, and by Katherine Thomas, Frank Herb and Mary Miller, children of said Mary Herb and Johann Ernest Herb, deceased. The property here under investigation, is more particularly described as follows:

"Being part of Survey No. 9809.

Beginning at a stone in the south line of the original survey of 436 acres of land made by Lewis W. Sifford for the Harness heirs; thence N. 27° East 208 poles 5 links to a stone in the south line of Elizabeth Bennett's tract of 70 acres; thence N. 88° W. 68¾ poles to a stone in the west line of the original survey; thence S. 27¼° W. 58¾ poles to a stone and three hickories, east corner to the Silas Wright tract of 70 acres; thence S. 11° W. 136 poles to a stone in the south line of the original survey; thence S. 68½° E. 29½ poles to the beginning, containing 71 acres and 123 poles, more or less. Being the same premises conveyed to Johann Ernest Herb and Mary Herb by John H. Lewis by deed dated June 26, 1915, and recorded in Vol. 174, page 451, Ross County Deed Records."

Upon examination of the abstract of title submitted, I am of the opinion that said Mary Herb, Katherine Thomas, Frank Herb and Mary Miller have a good, merchantable title to the above described property, subject only to the lien of the taxes on said property for the year 1930, the amount of which is not stated in the abstract and was undetermined at the time the abstract was certified by the abstracter.

Upon examination of the warranty deed tendered by the owners of said property above named, I find that the same has been properly executed and acknowledged by such owners and by the husbands and wives respectively of the three above named children of Mary Herb and of Johann Ernest Herb, deceased; and that said

deed is in form sufficient to convey the above described property to the State by full fee simple title, free and clear of the dower rights and interest of the respective spouses of the three children of Mary Herb and Johann Ernest Herb, above named, and free and clear of all encumbrances whatsoever, except the taxes for the year 1930.

Encumbrance estimate No. 789, which has been submitted to me as a part of the files relating to the purchase of said property, has been properly executed and approved, and the same shows that there is a sufficient balance in the proper appropriation account to pay the purchase price of said property, which purchase price is the sum of \$600.00.

In this connection, I note in the files a certificate of the Board of Control under date of June 9, 1930, which contains a recital that the purchase of the above described property for the purchase price above named, was approved by said board under the authority conferred upon it by Section 11 of House Bill No. 510 passed by the 88th General Assembly.

I am herewith returning to you with my approval, said abstract of title, warranty deed, encumbrance estimate No. 789, Controlling Board's certificate and other files relating to the purchase of said property.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2471.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE HENRY P. THOMPSON COMPANY OF CINCINNATI, OHIO, FOR SOFTENING SYSTEM IN INSTITUTION FOR FEEBLE MINDED, ORIENT, OHIO, AT AN EXPENDITURE OF \$18,227.00—SURETY BOND EXECUTED BY NATIONAL SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, October 21, 1930.

HON. HAL. H. GRISWOLD, *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, and the Henry P. Thompson Company, of Cincinnati, Ohio. This contract covers the construction and completion of a complete Softening System and Hot Water Heater Blow-Off System, installed complete, for Institution for Feeble-Minded, Orient, Ohio, and calls for an expenditure of eighteen thousand two hundred and twenty-seven dollars (\$18,227.00).

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 showing that the Controlling Board has consented to the expenditure as required by Section 4 of House Bill 203 and Section 11 of House Bill 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the National Surety Company of New York 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