

706.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE GRINNELL COMPANY, INC., COLUMBUS, OHIO, TO CONSTRUCT SPRINKLER SYSTEM FOR AUDITORIUM, OHIO UNIVERSITY, ATHENS, OHIO, AT AN EXPENDITURE OF \$555.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY CO.

COLUMBUS, OHIO, July 8, 1927.

HON. GEORGE F. SCHLESINGER, *Director, Department of Highways & 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 Ohio University, and the Grinnell Company, Inc., of Columbus, Ohio. This contract covers the construction and completion of a Sprinkler System for Auditorium, Ohio University, Athens, Ohio, and calls for an expenditure of five hundred and fifty-five dollars (\$555.00).

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. There has further been submitted a contract bond upon which the Southern Surety Company 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.

707.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN ROSS TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, July 8, 1927.

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

DEAR SIR:—You have submitted for my opinion a form of deed and the abstract of title prepared by R. G. Porter of Steubenville, Ohio, up to June 1, 1927, on the following premises standing in the names of Clyde E. and John H. Wilson, situate in the Township of Ross, County of Jefferson, State of Ohio, and bounded and described as follows:

First Tract. Being part of the north half of the southeast quarter of Section 19, Township 11, Range 3. Beginning for the same at the southeast corner of said land and running west $40\frac{1}{2}$ per.; thence north six degrees E. 2

perches; thence north 17 degrees E. 3 perches; thence north 72½ degrees E. 15 perches; thence north 24 degrees E. 16 perches; thence north 1 degree E. 6 perches; thence north 13 degrees E. 10 perches; thence N. 2 degrees W. 4 perches; thence N. 27 degrees E. 8 perches; thence S. 67 perches to the place of beginning and containing 6 and 15-16 acres, more or less.

Second Tract. Situate in the County of Jefferson in the State of Ohio. The same being the south half of the southeast quarter of Section 19 of Township 11, Range 3. Beginning at a post at the S. E. corner of said section and running thence W. on the township line 160 perches to a post; thence N. 80 perches to a post; thence E. 160 perches to a post; thence S. 80 perches to the place of beginning, containing 80 acres, more or less.

Upon examination of the submitted abstract, I am of the opinion that the same shows a good and merchantable title to the second tract in Clyde E. and John H. Wilson, subject to the following:

1. Taxes amounting to \$22.21, payable in June, 1927.
2. 1927 taxes, payable in December, 1927, and June, 1928, amount yet undetermined.
3. A road assessment on the Richmond-Pravo Road, payable in thirteen installments, the first of which is payable in 1927. It is probable that the \$11.40 said to be due on the Richmond-Pravo assessment is the installment payable in 1927. The full amount of the assessment, with interest, if any, should be ascertained and provision made therefor.

As to the first tract, I cannot advise that the abstract shows a good title to this tract in Clyde E. and John H. Wilson, for the following reason:

In 1816, Isaac Shane acquired title to the property covering the first tract. The abstract has nothing further respecting this tract until it notes a deed executed July 13, 1899, by John R. Shane and Bessie Shane transferring title to this tract to H. J. Gooderl.

The abstracter should be required to connect the title either from the records of Jefferson County, if possible, or by affidavit of parties acquainted with the facts.

The deed description of this tract is defective in that the beginning point is not definite; that is, the deed says: "Beginning for the same at the southeast corner of said land and running, etc." Nothing is mentioned in the description to indicate what is the said land. I therefore suggest that the starting point be definitely fixed in the deed, which should be redrawn to conform to the facts.

The abstract does not show that any examination has been made in the United States Court and that an examination of the judgment indexes in the clerk's and sheriff's offices for judgment liens only goes back as far as 1910.

The abstract of title and form of deed are herewith returned to you.

Respectfully,
 EDWARD C. TURNER,
Attorney General.