

143.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND ELCON ENGINEERING COMPANY, COLUMBUS, OHIO, TO CONSTRUCT COAL HANDLING EQUIPMENT FOR BOYS' INDUSTRIAL SCHOOL, LANCASTER, OHIO—\$21,860.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, March 4, 1927.

HON. JOHN E. HARPER, *Director, Department 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 Elcon Engineering Company, of Columbus, Ohio. This contract covers the construction and completion of coal handling equipment for the Boys' Industrial School, Lancaster, Ohio, and calls for an expenditure of twenty-one thousand, eight hundred and sixty dollars (\$21,860.00).

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 Globe Indemnity 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.

144.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN HANOVER TOWNSHIP, COLUMBIANA COUNTY, OHIO.

COLUMBUS, OHIO, March 4, 1927.

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

DEAR SIR:—An examination of the abstract of title and encumbrance estimate submitted by you to this department, discloses the following:

The abstract under consideration was prepared by McMillan & Kelso, Abstracters, Lisbon, Ohio, under date of April 24, 1926. The abstract as submitted pertains to 8.59 acres in the south-half central part of Section 2, Hanover township, Columbiana county, Ohio, and being more particularly described as follows:

“Beginning at an iron stake set at the northeast corner of lands of Robert Patterson, Jr., thence S. 0 deg. 04' E. along the easterly line of said Robert

Patterson, Jr., land 248.80 feet to a post at the northwest corner of lands of Margaret Camp; thence S. 89 deg. 54' E. along the northerly line of said Margaret Camp's land 421.74 feet to a post at the southeast corner of said grantors land; thence north along the easterly line of said grantors land 535.26 feet to a post; thence N. 81 deg. 29' W. along the northerly line of said grantors land 88.44 feet to a post; thence north along the easterly line of said grantors land 14.20 feet to a stake; thence N. 78 deg. 27' W. 276.20 feet to a stone at the southeast corner of lands now owned by Roy Hoobler, H. Beck and Bert Burnett; thence N. 76 deg. 19' W. along the southerly line of said Hoobler, Beck and Burnett land 398.30 feet to the easterly line of lands of said Robert Patterson, Jr., thence S. 0° 36' W. along the easterly line of said Robert Patterson, Jr., land 387.80 feet to a post; thence S. 76° 19' E. along the northerly line of said Robert Patterson, Jr.'s land 333.60 feet to the place of beginning and containing 8.59 acres of land be the same more or less."

1. The abstract contains no record of the government patent, although in connection with the abstract to Guilford Lake Park Tract No. 5, owned by the trustees for the Deluge Hose Company, the auditor of state has certified that the south half of Section 2 was patented to James Galbraith, August 8, 1803.

2. James Galbraith and wife, as noted in the abstract, transferred eight acres and three rods of the tract under investigation in the south half of said section in 1810. (Abstract, page 2). While the abstracter describes the lands under investigation as containing 19.17 acres, the continuations of the abstract from this transfer do not show any data respecting a tract of land containing more than eight and a fraction acres until in 1913, when it is noted that the land transferred by Clarence J. Long and wife, to Ide Stallman contains 19.17 acres. In other words, there is no abstract for any part of the land transferred to Ide Stallman in excess of the eight and a fraction acres.

3. It is noted that on April 16, 1839, the will of Jacob Paxson was proved and executors appointed and qualified (abstract, pages 6 and 7). By the terms of the will, Paxson devises to his wife, Elizabeth Paxson, * * * a lot of land containing 8 acres, more or less, with liberty to divide the personal estate, together with the last mentioned lot of land, amongst her five children, namely, Sarah Galbraith, Mary Paxson, Anne Bailey, Mathilda Paxson and Jacob Paxson, in such manner as she may think just and right. The abstract contains no reference to a deed or devise by Elizabeth Paxson for the land in question, and no record of the administration of her estate.

4. Notwithstanding the facts noted in paragraph 3, supra, the four daughters of Jacob and Elizabeth Paxson deeded the land in 1856 to James Galbraith. Jacob Paxson, the son, does not join in this deed, and no showing is made as to what became of his one-fifth interest.

5. The abstract contains no reference to the administration of James Galbraith's estate.

6. The abstract contains no further reference to this tract, except a deed for 1.62 acres, until the will of Elizabeth B. Blackburn was filed for probate in September, 1892. Her estate was thereafter administered in the Columbiana county Probate Court. By an affidavit attached to the abstract, it appears that Elizabeth B. Blackburn was a daughter of James and Jane Galbraith, and intermarried with James Blackburn.

In Mrs. Blackburn's will, she devises a farm of 18 acres in Hanover township, without further description, to Jessie E. Courtney. As above stated, the abstract contains no reference to a prior transaction covering any part of the land in excess of the eight and a fraction acres, although in the abstract, it appears that in 1913, Ide Stallman secured 19.17 acres by deed from Clarence J. Long and Jessie C. Long, the deed reciting that Jessie C. Long was formerly Jessie E. Courtney.

7. Accompanying the abstract is a copy of a journal entry in the Columbiana county Probate Court covering the administration of the Ide Stallman estate. The proceedings are not abstracted, and in view of the fact that there are minors having an interest in the real estate, it is necessary that these proceedings be abstracted.

8. The 1926 taxes, which are a lien, are not paid.

9. No showing is made in the abstracter's certificate with reference to special assessments. This certificate shows that no examination was made in the United States Courts, and examination was made in the name of record owners only and only for the period during which each one respectively held said title."

In view of the fact that the 8.59 acres desired by the state is not the same 8 and a fraction acres covered by the abstract, I suggest that the abstracter cover the entire .1917 acre tract; show why Jacob Paxson did not join his sisters in the 1856 deed to James Galbraith; show how Elizabeth Blackburn became seized of the land; cover the proceedings in the Stallman estate in respect to the sale of the land; and secure a certificate as to special assessments.

The encumbrance estimate submitted with the above abstract bears No. 3979, is dated December 22, 1926, was prepared by the Department of Highways and Public Works, addressed to Ide Stallman, R. F. D. Hanoverton, Ohio, and covers Tract No. 6 (8.59 acres of land) of the Guilford Lake Park site in Hanover township, Columbiana county, Ohio, at an estimated cost of five hundred fifty-eight and 35-100 dollars (\$558.35). This encumbrance estimate was duly certified by Wilbur E. Baker, Director of Finance, under date of December 23, 1926.

No deed was submitted with the other papers, although a blank form of Ohio Warranty Deed, containing a description of the premises proposed to be conveyed, was transmitted. Since this deed has not been prepared or executed, this department cannot pass upon the same.

I am returning herewith the file relating to Tract No. 6, including the abstract of title, encumbrance estimate and the deed blank containing the description. When the corrections and additions indicated shall have been made, I will make such further examination as may be necessary.

Respectfully,
EDWARD C. TURNER.
Attorney General.

145.

BUILDING AND LOAN ASSOCIATION—CANNOT INVEST IN“PARTICIPATION CERTIFICATES”—SECTIONS 9660, 9661 AND 9662, GENERAL CODE, PARTIALLY CONSTRUED.

SYLLABUS:

1. *A building and loan association is not legally authorized to invest any of its surplus funds in any securities other than those mentioned in Sections 9660, 9661 and 9662 of the General Code.*

2. *A building and loan association is not legally authorized under Section 9662*