

2881.

APPROVAL, BONDS OF WOOD COUNTY, \$45,000.00.

COLUMBUS, OHIO, October 19, 1925.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2882.

APPROVAL, CONTRACT BETWEEN ROBERT S. HARSH, COLUMBUS, OHIO, AND THE STATE OF OHIO, COVERING ARCHITECTURAL SERVICES IN CONNECTION WITH FIREPROOFING AND ALTERATIONS IN THE MCGUFFEY TRAINING SCHOOL BUILDING, MIAMI UNIVERSITY, AT EXPENDITURE OF \$600.00: UNENCUMBERED BALANCES LEGALLY APPROPRIATED SUFFICIENTLY COVER THE OBLIGATIONS OF THE CONTRACT.

COLUMBUS, OHIO, October 20, 1925.

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

DEAR SIR:—You have submitted a contract between Robert S. Harsh, Columbus, Ohio, and the State of Ohio, acting by the Department of Highways and Public Works, for the Board of Trustees of Miami University, of Oxford, Ohio. Said contract covers architectural services in connection with fireproofing and alterations in the McGuffey Training School Building, Miami University, and calls for an expenditure of \$600.00.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the obligations of the contract.

Finding said contract in proper legal form, I hereby approve the same and return said contracts, financial certificate and other data herewith.

Respectfully,

C. C. CRABBE,

Attorney General.

2883.

APPROVAL, WARRANTY DEED AND ABSTRACT OF TITLE TO PREMISES IN DECATUR TOWNSHIP, LAWRENCE COUNTY, OHIO.

COLUMBUS, OHIO, October 21, 1925.

HON. EDMUND SECRIST, *State Forester, Wooster, Ohio.*

DEAR SIR:—Examination of a warranty deed and abstract of title submitted by you to this department for examination and opinion, discloses the following:

The abstract under consideration was prepared and certified by F. A. Ross, attorney and abstracter, under date of October 13, 1925, and pertains to the following premises:

The northeast quarter of the northeast quarter of section 34, township 3, Range 18, in Decatur township, Lawrence county, Ohio, and being more particularly described in the caption of the abstract to which this opinion is attached.

Upon examination of said abstract, I am of the opinion that same shows a good and merchantable title to said premises in Dan Hutchinson, subject to the following exceptions:

In the conveyance by the Vernon Iron Company, a corporation, to Charles L. Hutchinson, father of the present owner, dated April 1, 1915, and recorded in deed records of Lawrence county, Ohio, volume 1, page 152, the following reservations to the Vernon Iron Company, grantor were made:

"All the minerals, including oil and gas underlying the soil of said premises, together with a right to mine and remove the same in the usual or most convenient manner; also the railway right of way and the public highway and a road up the main hollow into section 27."

With reference to the railroad right of way mentioned in the above reservation, attention is directed to the statement of the abstracter in his certificate to the effect that the Cincinnati, Hamilton & Dayton Railway Company, grantees, by virtue of a conveyance of certain right of way, has abandoned the use of the land therein granted for railway purposes, and has removed the tracks therefrom, and has ceased to exercise any right of possession or ownership of said land or any easement therein. In view of this statement and the terms of the original grant of right of way, it is believed said railway company has, by its abandonment and disuse of the right of way, thereby released all its right or claim in said right of way.

The taxes for the year 1924 have been paid. The amount of tax for the year 1925 has not as yet been determined, but is a lien.

It is further suggested that the proper delivery of the already executed deed submitted with the abstract will be sufficient to convey title of said premises to the State of Ohio.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

Attention is also directed to the provisions of section 12 of the General Appropriation Act of the 86th General Assembly, which provides that no moneys herein appropriated for the purchase of real estate shall be expended without the consent and approval of the controlling board. This provision must be complied with and properly evidenced before the above purchase can be legally consummated.

The abstract of title and warranty deed submitted by you are herewith returned.

Respectfully,

C. C. CRABBE,

Attorney General.