

Welfare, and D. and H. Jacobs Plumbing Company of Cincinnati, Ohio. This contract covers the construction and completion of contract for plumbing work in a building known as power house and equipment, Longview State Hospital, Cincinnati, Ohio, as set forth in Item No. 7 of the Form of Proposal, dated September 22, 1930. Said contract calls for an expenditure of four thousand and twenty-nine dollars (\$4,029.00).

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 to the effect that the approval of the Controlling Board has been obtained to the expenditure as required by Section 4 of House Bill No. 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the American 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 approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2684.

APPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN HAMILTON COUNTY, OHIO.

COLUMBUS, OHIO, December 16, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

2685.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF C. C. BELLESON IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, December 16, 1930.

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

DEAR SIR:—You recently submitted to me for my examination and approval an abstract of title, warranty deed, encumbrance estimate No. 793, certificate of the board of control and other files relating to the proposed purchase by the State of Ohio of four tracts of land owned of record by one C. C. Belleson in Mifflin Township, Pike

County, Ohio. Of said tracts of land, all of which are described by metes and bounds in the caption to said abstract and in the warranty deed tendered by said C. C. Belleson to the State of Ohio, two of the same, consisting of 63 acres each, are out of O. S. U. Lot No. 30, and two of said lots of 272.70 and 50 acres, respectively, are out of O. S. U. Lot No. 29.

Upon examination of the abstract of title of the several tracts of land, exceptions to the title have been noted which prevent my approval of the title to said tracts of land on the abstract submitted. The exceptions here noted are the following:

1. It appears from the abstract that on and prior to July 30, 1894, the second tract of land described in said abstract and deed, which is the 272.70 acre tract out of O. S. U. Lot 29, was owned of record by one J. W. Wiper. Upon the date above indicated said J. W. Wiper conveyed said tract of land to one M. J. Finley. It does not appear from the abstract that the execution of said deed was witnessed in the manner required by the law of this state. It is altogether possible, of course, that said deed may have been executed in a state other than Ohio, and in which state acknowledged deeds are not required to be witnessed. In which case, of course, the deed would be good as to property in this state under the provisions of Section 8516, General Code. However, no facts touching this question appear in the abstract. It is therein stated that the deed was acknowledged before one Walter L. Plummer, a notary public; but it is not stated where said notary public was located.

2. On page 16 of the abstract there is noted a deed from J. A. Wickerham "& wife" to one Jerry Martin, by which there is conveyed to said Jerry Martin the third parcel described in said abstract and deed which is a 63 acre tract out of O. S. U. Lot 30. This tract of land is presumably a part of a 125 acre tract conveyed to said J. A. Wickerham and to one P. N. Wickerham as tenants in common by deed from Sanford Nace and George W. Nace executed July 10, 1882. In other words, the abstract shows the title of said J. A. Wickerham to be that of a tenant in common having an undivided one-half interest in the 125 acre tract; and there is nothing in the abstract to show how he came to be possessed of an estate in severalty in the 63 acre tract conveyed to Jerry Martin, which conveyance was some time in the year 1889.

With respect to the exception here noted there is, of course, the possibility that said P. N. Wickerham, above referred to, was the wife of J. A. Wickerham and that as the wife of said J. A. Wickerham she signed and acknowledged the deed to Jerry Martin, above referred to. As to this, however, nothing is indicated in the abstract.

3. The fourth tract of land described in the abstract and deed is a 50 acre tract of land out of O. S. U. Lot No. 29. So far as is shown by said abstract the record title to this tract of land starts with one Michael H. Hause, who in the year 1884 appears to be the owner of record of a 100 acre tract of land, including the 50 acre tract here in question.

Aside from the observation that the abstract of title is defective in not showing how said Michael H. Hause obtained his record title to this property, the title to this tract of land, as disclosed by the abstract, is subject to an exception arising out of transactions subsequent to the time that said Michael H. Hause obtained apparent record title to the property. It appears from the abstract that in the year 1884, said Michael H. Hause, then unmarried, conveyed an undivided three-fourths interest in the 100 acre tract of land, above referred to, to one Louise Hull. Thereafter it appears that on December 20, 1890, said Michael H. Hause "and Maggie Hause, wife" and Albert Hull "& wife" conveyed the 50 acre tract here in question to one Mahlon Fry. There is nothing in the abstract to show whether the wife of Albert Hull, referred to in the conveyance last above mentioned, was the same person as the Louise Hull mentioned in the first deed from Michael H. Hause, above referred to. If the wife

of Albert Hull was not the same person above referred to as Louise Hull, it is manifest that there is nothing in the abstract to show how the interest of said Louise Hull passed from her to the other owners of record in the chain of title to this property.

4. In addition to the exceptions above noted, which are applicable respectively to each of three several tracts of land of the four tracts of land covered by said abstract and deed, a further exception is noted which covers all four of said tracts above referred to. It appears that on and prior to March 31, 1922, one W. E. Parker was a tenant in common with C. C. Belleson in the ownership of each and all of the four tracts of land covered by abstract and deed. On the date above indicated said W. E. Parker conveyed his undivided one-half interest in said four tracts of land to said C. C. Belleson. The abstract, however, fails to show whether said W. E. Parker was married at this time or at any time while he was seized of his title to this property. It is clear that if said W. E. Parker had a wife at any of the times above indicated and said wife was still living, she has a dower interest in this property, unless, of course, she was barred of the same in some manner recognized by law.

It is quite probable that each and all of the exceptions above noted can be cured by further information to be furnished and made a part of the abstract. Until this is done, however, I do not feel that I can do otherwise than to disapprove the title to this property upon the abstract submitted.

The warranty deed, encumbrance estimate and other files submitted to me, relating to the purchase of the above described property, seem to be in proper form. I am, however, retaining the same in my files awaiting the submission of a corrected abstract covering the exceptions above noted.

The abstract of title which is disapproved is enclosed herewith.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2686.

APPROVAL, ARTICLES OF INCORPORATION OF THE WESTERN AND
SOUTHERN FIRE INSURANCE COMPANY, CINCINNATI, OHIO.

COLUMBUS, OHIO, December 16, 1930.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am returning herewith, approved in accordance with Section 9607-2 of the General Code, Articles of Incorporation of The Western and Southern Fire Insurance Company, Cincinnati, Ohio, together with the consent of The Western and Southern Life Insurance Company, signed by Charles F. Williams, a Vice-President thereof, to the use of a similar corporate name which consent is necessary by reason of the provision of Section 8623-5 of the General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.