1034 OPINIONS

State of Ohio, acting by the Department of Public Works, for and on behalf of the Department of Public Welfare. This contract covers the construction and completion of Electrical Contract for New Cottage, Cleveland State Hospital, Cleveland, Ohio, and calls for an expenditure of Two Thousand Nine Hundred and Seventy-four Dollars (\$2974.00).

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 submitted a certificate from the Controlling Board, signed by the Secretary thereof, that in accordance with Section 12 of House Bill No. 502, 87th General Assembly, said board has properly consented to and approved the expenditure of moneys appropriated by the 87th General Assembly for the purpose covered by this contract.

In addition, you have submitted a contract bond upon which the Indemnity Insurance Company of North America 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.

2025.

APPROVAL, LEASE OF BUILDING IN COLUMBUS, OHIO, FOR USE OF DIVISION OF PURCHASES AND PRINTING.

COLUMBUS, OHIO, April 27, 1928.

HON. RICHARD T. WISDA, Superintendent of Public Works, Columbus, Ohio.

Dear Sir:—You have this day submitted to me for my examination and approval a certain lease, whereby one Mae Bryant, of Cleveland, Ohio, in consideration of an annual rental of thirty-six hundred (\$3600.00) dollars, payable in equal monthly installments of three hundred (\$300.00) dollars each, demises and leases to the State of Ohio, for the use of the Department of Finance, Division of Purchases and Printing, a two story brick building located on the Northeast corner of West and Naghten Streets, Columbus, Ohio, together with the land appurtenant thereto and other appurtenances thereof.

Upon examination of said lease I find the same to be in proper form and the same is hereby approved.

Provision has been made for the payment of the rent provided for in this lease, by an appropriation duly made out of the Department of Finance, Division of Purchases and Printing, Rotary "A", fund. Inasmuch as this lease is only for a period of two years, from the first day of May, 1928, it is not necessary that the same be acknowledged. Obviously, however, the validity of the lease will in nowise be affected by the fact that the same is acknowledged; and inasmuch as the lessor has acknowledged said lease it is suggested that you do so and have the same certified by the notary public before whom the acknowledgment is made.

Respectfully,
EDWARD C. TURNER,
Autorney General.

2026.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ADAH W. SIMMONS, IN FRANKLIN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, April 28, 1928.

Hon. Carl E. Steer, Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.

Dear Sir:—There has been submitted to me for my examination and opinion an abstract of title certified by the abstracter under date of March 26, 1928, and a warranty

deed signed by one Adah W. Simmons, covering certain real estate situated in Franklin Township, Adams County, and more particularly described as follows:

"And being known as a part of O. S. U. Lot No. 95 in said Township and County. Beginning at a White Oak in the corner of Mustard's field corner to Survey No. 2850; thence with one line thereof north 25 degrees 45' West 43 poles to two White Oaks in said line, corner to a 78 acre tract owned by John Smith: thence with lines and corners of said Smith's land South 38 degrees 30' West, 54 poles to a White Oak and Dogwood; thence South 75 degrees West 37 poles to a Hickory in a hollow; thence North 3 degrees East 113 poles to a White Oak; thence North 74 degrees West 121½ poles to a Beech and double Maple; thence North 31 degrees East 130 poles passing the northwest corner of said Smith's tract 93 poles to two White Oaks and a Gum corner to lot No. 94; thence with one line of said lot North 82 degrees and 15' West 178 poles to two Chestnut Oaks and a White Oak Northeast corner to Survey No. 15410; thence with lines thereof South 9 degrees East 85 poles to two Chestnut Oaks; thence South 41 degrees 31' West 39 poles to two White Oaks; thence South 28 degrees East 24 poles to a Dogwood; thence South 12 degrees and 30' East 110 poles to a Chestnut Oak; thence South 50 degrees East 14 poles to a stone and Black Oak; thence South 8 degrees East 67½ poles to a Chestnut Oak and a stone corner to a Lot No. 100; thence with one line thereof South 57 degrees East 168 poles to a Hickory, Chestnut Oak, and Black Oak on North Hillside, corner to preemption claim No. 107; thence with one line thereof North 57 degrees 45' East 53 poles to a Dogwood and Chestnut on East side of hill corner of Lot 101; thence with one line thereof North 35 degrees and 15' East 137 poles to the place of beginning. containing 397 acres."

As the result of my examination, I find that said Adah W. Simmons has a good and merchantable fee simple title to the above described land, free and clear of all