

it must be held that such notices shall be published for at least twenty-eight days from the date of the first publication.

On account of the failure to meet the statutory requirements as above prescribed, it must be held that these bonds have not been legally advertised and sold, and for that reason you are advised not to accept said bonds.

Respectfully,
C. C. CRABBE,
Attorney-General.

3908.

APPROVAL, BONDS OF PEASE TOWNSHIP RURAL SCHOOL DISTRICT,
BELMONT COUNTY, \$4,592.55

COLUMBUS, OHIO, December 22, 1926.

Retirement Board, State Teachers Retirement System, Columbus, Ohio

3909.

ABSTRACT, STATUS OF TITLE, TO PREMISES IN HAMILTON COUNTY
TO BE USED AS LAND FOR LONGVIEW ASYLUM GROUNDS.

COLUMBUS, OHIO, December 22, 1926.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract of title submitted by your department for my consideration and formal approval discloses the following:

The abstract as submitted consists of 604 pages, in two parts, and was prepared and certified by the Title Guarantee and Trust Company of Cincinnati under date of October 1, 1926, and pertains to the Longview Asylum Grounds situated in sections 6 and 12, township 3, fractional range 2, Miami Purchase, Millcreek township, Hamilton county, said premises being abstracted and described in three separate parcels, the first tract and parcel being situated in section 6, township 3, fractional range 2, Miami Purchase, in Millcreek township, Hamilton county, Ohio, and containing 107.31 acres, more or less; the second tract being all that part and parcel of land contained in section 12, township 3, fractional range 2, Miami Purchase, in Millcreek township, Hamilton county, Ohio, containing 72 acres, more or less; and the third tract being situated in section 6 township 3, fractional range 2, Miami Purchase, Millcreek township, Hamilton County, Ohio, and containing 110 acres, more or less; said three tracts being more particularly described by metes and bounds in the caption of said abstract at page 1.

Upon examination of said abstract I am of the opinion same shows a sufficient title to said premises in the county commissioners of Hamilton county, Ohio, on be-

half of the County of Hamilton, subject to the contract of lease entered into by and between J. E. Harper, Director of the Department of Public Welfare of the State of Ohio, on behalf of the State of Ohio, and the County Commissioners of Hamilton county, Ohio, on behalf of the County of Hamilton, under date of March 21, 1924, copy of which contract of lease is set forth in the abstract.

Attention is also directed to the reservation of a right of way across a part of the premises under consideration, said reservation of right of way being set forth in section 27, page 44, of the abstract. This reservation of right of way was made by the county commissioners of Hamilton county in a conveyance of a ten acre tract formerly owned by said county commissioners. You should investigate this situation in order to satisfy yourself that the right of way in question will not in any way interfere with the use of the hospital premises.

Attention is also directed to a right of way for pipe line purposes granted by the county commissioners of Hamilton county under date of September 11, 1906 to the Ohio Fuel Supply Company. This grant is set forth in section 28, page 45 of said abstract. It is suggested that your department should ascertain from the Ohio Fuel Company, what, if any, right or claim it is insisting upon under said grant of right of way, and it is believed you should take steps to determine the exact location of the pipe line if same was ever laid.

Attention is also directed to a similar grant of right of way appearing at section 29, page 46 of said abstract.

Your attention is also directed to a reservation on the deed abstracted at section 52, page 87 of the abstract wherein a right of way for road purposes is reserved by the grantor, to be used in common by all parties interested, for a road only. The said grantor, Anthony L. Cook, reserved to himself, his heirs and assigns forever the right to use the present and any future canal bridge at the east end of said right of way granted as aforesaid, and of said way or road as a way or road to his lands lying south of the tract above described, as well as said Cook's other property adjoining the same. Also the said Cook reserves the right of way, same width as aforesaid, east of the canal bridge aforesaid, through said tract aforesaid to his other property east of the canal, together with all privileges and appurtenances thereunto belonging. It is suggested in connection with the above reservation of right of way that a further investigation be made to ascertain whether or not said reservation in any way affects the use of the hospital premises. Because of the lack of maps and plats showing said reservation of roadway, I am unable to definitely determine its location, and whether or not same affects the use of the hospital premises.

Attention is also directed to a grant of railroad right of way set forth in the abstract at section 80, page 267, where it appears that the board of county commissioners in January, 1916, granted a right of way to the Cincinnati and Springfield Railroad Company. Investigation should be made to determine whether or not the Railroad Company in question ever took possession of the right of way granted, and whether or not any track or other improvement has been constructed on same.

Said premises are listed on the county auditor's exempt duplicate of Hamilton county, Ohio, in the name of the commissioners of Hamilton county, and there appears against said premises no unpaid street, sewer, sidewalk or boulevard lighting assessments.

It is believed that when you have procured the approval of the Controlling Board and submit with the abstract a proper encumbrance estimate, the voucher for the initial payment of \$250,000 may be issued.

Respectfully,
C. C. CRABBE,
Attorney-General.