

S. Brindle to the State of Ohio with The Aetna Casualty and Surety Company as surety covering the faithful performance by Mr. Brindle of his duties as chief engineer of the state highway department.

You will note that the bond has been approved by the state highway commissioner as to surety and by myself as to form.

The bond is being given in conformity with section 1181 G. C.

The statutes do not specifically designate a custodian for the bond, but I am sending it to you in line with the provisions of law that the bond of the state highway commissioner is to be deposited in your office.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1040.

APPROVAL OF CORRECTED DEED TO PREMISES IN LICKING COUNTY
 OHIO, CONVEYED BY STATE TO NELLIE M. BOLIN.

COLUMBUS, OHIO, March 1, 1920.

HON. JAMES M. COX, *Governor of Ohio, Columbus, Ohio.*

MY DEAR GOVERNOR:—Nellie M. Bolin, through her attorney, Edward Kibler of Newark, Ohio, has made application, which is enclosed herewith, for a corrected deed to the following described premises:

That portion of the abandoned Ohio Canal in Madison township, Licking county, Ohio, that is described as follows:

Commencing at the line between the lands of O. C. McClelland and lands owned by Nellie M. Bolin, being at station 2050 plus 84 of Bruce Doughton's survey of the abandoned Ohio Canal, made under the direction of the state board of public works in 1912, and extending thence easterly 1232 feet more or less, including the full width of said abandoned Ohio Canal and its embankments to the westerly line of what is commonly known as the Stadden Bridge road and containing 2.5 acres, more or less, excepting therefrom, any portion of said described land that is now occupied by the Newark and Zanesville pike. This deed is made subject to the lease granted by the State of Ohio to the Central Union Telephone Company under date of August 10, 1904, for pole line purposes and which expires on the 10th day of August, 1919, at which date, the title shall pass in fee to the grantee herein named.

Said premises were conveyed to the said Nellie M. Bolin by the State of Ohio, December 21, 1916, by a deed which is of record in the office of the auditor of state and in the office of the recorder of Licking county, a copy of which is also enclosed herewith. As fully appears in said deed, the premises were conveyed to her in pursuance of the provisions of section 13971, Appendix of the General Code of Ohio, and referring to said deed the application states:

- "That said deed was intended, on behalf of the state, to convey to the said Nellie M. Bolin in fee simple the real estate above described and conveyed all the right, title and interest of the state of Ohio therein, but by inadvertence, the granting and habendum clause of said deed conveyed to the said Nellie M. Bolin, her 'successors' and assigns forever, the above described real estate, and did not in fact and in law, convey to said Nellie M. Bolin a fee simple estate in said real estate."

An examination discloses that said deed did grant said premises to the said Nellie M. Bolin, her "successors" and assigns forever as claimed in said application, and it is my opinion that according to the object of said purchase and conveyance said grantee was entitled to a deed granting said premises to her and her "heirs" and assigns forever. In other words, it is believed that it was the intent of the state to convey absolutely all its title to said premises to the said grantee. It will be observed that said habendum clause would have been in proper form if the conveyance had been made to a corporation. However, the conveyance having been made to an individual it is believed that said clause should have conveyed said premises to said grantee, her "heirs" and assigns forever.

Section 8528 G. C. provides:

"When, by satisfactory evidence, it appears to the governor and attorney general, that an error has occurred in a deed executed and delivered in the name of the state, under the laws thereof, or in the certificate of any public officer, upon which, if correct, a conveyance would be properly required from the state, the governor shall correct such error by the execution of a correct and proper title deed, according to the intent and object of the original purchase or conveyance, to the party entitled to it, his heirs, or legal assigns, as the case may require, and take from such party a release in due form, to the state, of the property erroneously conveyed."

Mr. Kibler has furnished a certificate, which is enclosed herewith, to the effect that the said premises are free from all incumbrances and that the said Nellie M Bolin has all the title to said premises as conveyed to her by the state.

In view of the foregoing, I am of the opinion that the said Nellie M. Bolin is entitled to a corrected deed as requested in her application.

Enclosed herewith you will find form of deed which I regard as proper under the circumstances. If it meets with your approval, kindly sign and seal the same and forward to the secretary of state in order that he may countersign the same and transmit it to the auditor of state for record and delivery to the party entitled to the same

Inasmuch as the error in this case goes to the form of deed rather than the description and no premises were conveyed to the grantee in the original conveyance other than the premises described in the corrected deed, no release to the state in this instance will be required.

Respectfully,
JOHN G. PRICE,
Attorney-General.

1041.

APPROVAL, FINAL RESOLUTIONS FOR ROAD IMPROVEMENTS IN
HOLMES COUNTY, OHIO.

COLUMBUS, OHIO, March 2, 1920.

HON. A. R. TAYLOR, *State Highway Commissioner, Columbus, Ohio.*