

of the General Code, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined not less than twenty-five dollars nor more than one hundred dollars for the first offense, and for each subsequent offense shall be fined not less than one hundred dollars nor more than one thousand dollars or imprisoned not more than ninety days, or both fined and imprisoned."

Since Section 13421-17, supra, is a penal section or penal law as referred to in Section 6290, supra, I am of the opinion that the phrase "commercial car" as used in Section 7249-1, supra, is defined in Section 6290, supra, and is any motor vehicle having motor power designed and used for carrying merchandise or freight, or for carrying more than seven persons, or used as a commercial tractor.

It is clear that the truck mentioned in your letter falls within the purview of the above definition, and I am of the opinion that the contention that said truck transports only the goods of the company owning the truck is not sufficient to warrant this company from refusing to comply with the provisions of Section 7249-1 of the General Code.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

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259.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN ALLEN COUNTY, OHIO.

COLUMBUS, OHIO, March 30, 1927.

HON. FRANK D. HENDERSON, *Adjutant General of Ohio, Columbus, Ohio.*

DEAR SIR:—I have examined the abstract of title and warranty deed submitted by you covering the following described property:

"Situated in the county of Allen and state of Ohio, to-wit:

Being a part of the Northwest quarter ( $\frac{1}{4}$ ) of Section One (1) Township Four (4) South, Range Six (6) East Shawnee Township, more particularly described as follows:

Beginning at a point on the East line of the Amanda Road (sometimes called Shawnee Road) One Hundred and Thirty (130) feet Northeast of the Northeast corner of Oxford Avenue and Amanda Road, thence Northeasterly along the East line of said Amanda Road Four Hundred (400) feet to a point, thence in a Southeasterly direction at right angles to the said Amanda Road and parallel to the North line of said Oxford Avenue Four Hundred (400) feet to a point. Thence Southwesterly on a line parallel to said Amanda Road Four Hundred (400) feet to a point one hundred and Thirty (130) feet from Oxford Avenue, thence in a Northwesterly direction on a line parallel to the North line of said Oxford Avenue Four Hundred (400) feet to the point of beginning."

I. The abstract of title under consideration was prepared by Atmur & Atmur, abstracters, Lima, Ohio, and was certified to by them under date of March 5, 1927, at 10:15 o'clock A. M. The abstract as submitted covers the premises above described, and upon examination thereof I am of the opinion that the same shows good and marketable title to said premises in J. O. Hover, William E. Hover, Frank B. Hover, H. M. Dille, Rea H. Stockton, Lou Hunt and Robert Byron.

II. I find the deed to be a general warranty deed in proper form and to have been duly executed according to law, except in the following respects, to-wit:

(1) In the granting clause I find among the grantors "Henry M. Dille"; "H. M. Dille" signs the deed. In the abstract submitted I find the H. M. Dille obtained title to said property through the last will and testament of Lydia May Dille in which instrument he is designated as "H. M. Dille". The granting clause should be corrected in that respect to show the grantee as H. M. Dille.

(2) The deed does not show that the signature of Lou Hunt was witnessed. If Wm. G. Kenney and Florence Dibble witnessed her signature, such fact should appear in the deed. While this is being corrected it would be advisable to have the deed show which of the grantors' signatures these parties witnessed.

No encumbrance estimate has been submitted, but you advise that this property is being transferred as a gift and under these facts the same is not necessary.

Upon correction of the deed in the particulars above pointed out and its submission to me I will give same my immediate attention.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

260.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND JOS. L. SKELDON ENGINEERING COMPANY, TOLEDO, OHIO, TO CONSTRUCT BOILERS AND EQUIPMENT FOR BOYS' INDUSTRIAL SCHOOL, LANCASTER, OHIO, AT EXPENSE OF \$43,646.00—SURETY BOND EXECUTED BY THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

COLUMBUS, OHIO, March 30, 1927.

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

DEAR SIR:—You have submitted for my approval a contract between the state of Ohio, acting by the Department of Public Welfare, and Jos. L. Skeldon Engineering Company, of Toledo, Ohio. This contract covers the construction and completion of Boilers and Equipment for the Boys' Industrial School, Lancaster, Ohio, and calls for an expenditure of forty three thousand six hundred and forty-six dollars (\$43,646.00).

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. There has further been submitted a contract bond upon which the United States Fidelity and Guaranty Company 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.*