

of the certificate showing that the Controlling Board, under date of December 5, 1927, duly approved the purchase of said property.

I am herewith forwarding to you said abstract, deed, encumbrance estimate, certificate and other files pertaining to the purchase of said property.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1893.

APPROVAL, AS TO FORM, BOND GIVEN BY THE OHIO RIVER EDISON
COAL COMPANY TO THE STATE OF OHIO.

COLUMBUS, OHIO, March 24, 1928.

HON. GEORGE F. SCHLESINGER, *Director of Highways, Columbus Ohio.*

DEAR SIR:—Receipt is acknowledged of your communication of March 20th enclosing for my approval, as to form and legality, a bond in the sum of five thousand (\$5,000.00) dollars, given to the State of Ohio by The Ohio River Edison Coal Company, an Ohio corporation. This bond is conditioned to indemnify and protect the State of Ohio against any loss, cost or damage arising from or growing out of the construction of a railroad undergrade crossing. The contract for the construction of the said railroad undergrade crossing has heretofore been approved by this department as to its form and legality.

Finding said bond in proper legal form, I hereby approve the same.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1894.

APPROVAL, AS TO FORM, AGREEMENT BETWEEN THE DIRECTOR
OF HIGHWAYS AND THE PURE OIL COMPANY.

COLUMBUS, OHIO, March 24, 1928.

HON. GEORGE F. SCHLESINGER, *Director of Highways, Columbus Ohio.*

DEAR SIR:—Receipt is acknowledged of your communication of March 16th enclosing for my approval, as to form, a certain agreement by and between the Director of Highways of the State of Ohio and the Pure Oil Company, a corporation.

The contract in question pertains to a certain right of way which the Pure Oil Company is granting to the State of Ohio for the purpose of improving State Highway No. 7, Section "A", Washington County, Ohio, through the property of said company. A nominal consideration of one (\$1.00) dollar is mentioned, and

certain provisions are therein provided for the protection of the remainder of the company's property, wherein it is agreed by the Department of Highways that it will construct necessary lateral supports in order that landslides may not occur on this company's land, due to a cut which is being made through said property by virtue of the improvement of said highway. Certain other provisions pertain to the construction of a retaining wall which is necessary to properly obtain a 15 foot driveway, to be constructed by the company as a means of ingress and egress to its property.

I have noted several minor corrections by making lead pencil notations which I deem advisable.

Finding said agreement in proper legal form I shall formally approve this agreement when the same is properly executed, providing the corrections are made, as noted in said agreement.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1895.

APPROVAL, ABSTRACT OF TITLE TO LAND OF THOMAS MILLER, IN
HANOVER TOWNSHIP, ASHLAND COUNTY, OHIO.

COLUMBUS, OHIO, March 24, 1928.

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

DEAR SIR:—There has been submitted for my opinion a corrected abstract of title of a tract of land in Hanover Township, Ashland County, Ohio, owned by one Thomas Miller, and referred to and more particularly described in Opinion No. 1649 of this department, under date of February 1, 1928.

As a result of my examination of the corrected abstract of title submitted, I find the infirmities in the title to the various parcels making up this tract noted in exceptions Nos. 1 to 15 inclusive in said Opinion No. 1649 have been corrected by the inclusion in the corrected abstract of certain deeds, court proceedings and affidavits touching the various matters noted in said exceptions.

I am of the opinion that Thomas Miller, the owner of record of said lands and premises, has a good and merchantable fee simple title thereto, subject to what is apparently a private right of way for the benefit of one John Kinney, extending through a part of said lands and premises from the Butler and Bellville road on the southeast boundary of said lands in a northwesterly direction to the lands of said John Kinney lying to the southwest of the lands and premises of said Thomas Miller.

Said lands and premises are further subject to the following liens and encumbrances:

1. At section 60 of the abstract, there is shown a mortgage deed dated September 3, 1926, from Thomas Miller, to the Farmers Bank of Loudonville from which it appears that the original mortgage indebtedness was \$2250.00. This mortgage, to the extent of the amount unpaid thereon, is a lien on the lands here under investigation.