

2374.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ROBERT W. TURPIN
IN THE VILLAGE OF NEWTOWN, HAMILTON COUNTY, OHIO.

COLUMBUS, OHIO, July 19, 1928.

HON. CHARLES V. TRUXAN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of a second corrected abstract and a warranty deed signed by Robert W. Turpin covering certain tracts of land of which said Robert W. Turpin is the owner of record in the Village of Newtown, Hamilton County, Ohio, and which have been more particularly described in former Opinion No. 2029 of this Department under date of April 28, 1928.

Upon examination of the re-corrected abstract of title to these tracts of land, I find that the objection made by me to the title on the first corrected abstract of title in Opinion No. 2312, directed to you by this Department under date of July 3, 1928, has been obviated by further information, made a part of the second corrected abstract, and that as a result of my examination of the same, I find that said Robert W. Turpin has a good merchantable fee simple title to said lands and premises free and clear of all encumbrances except the undetermined taxes for the year 1928 which are unpaid and a lien.

The warranty deed signed by said Robert W. Turpin, who appears to be unmarried, has been properly executed and is in form sufficient to convey to the State of Ohio a good and merchantable fee simple title to said tracts of land free and clear of all encumbrances except of course, the 1928 taxes above referred to.

I am herewith returning to you said second corrected abstract, warranty deed and former Opinion No. 2312 of this Department above mentioned.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2375.

CONTRACT—FOR FURNISHING OF FIVE THOUSAND TONS OF COAL
FOR THE OHIO SOLDIERS' AND SAILORS' ORPHANS' HOME.

COLUMBUS, OHIO, July 19, 1928.

HON. M. R. LIMB, *President, Board of Trustees, Ohio Soldiers' and Sailors' Orphans' Home, Wooster, Ohio.*

DEAR SIR:—This will acknowledge the receipt of your recent communication wherein you request this department to prepare a contract with the Tildesley Coal Company, for the furnishing of five thousand tons of coal. In accordance with your request, I submit the following form of agreement:

"AGREEMENT

This Agreement made and entered into at....., Ohio, this.....day of July, 1928, by and between The Tildesley Coal Company, of Cincinnati, Ohio, hereinafter referred to as 'first party', and the State of Ohio acting by and through the Board of Trustees of the Ohio Soldiers'

and Sailors' Orphans' Home, Xenia, Ohio, hereinafter referred to as 'second party', Witnesseth:

That first party agrees to sell and deliver to second party, and second party agrees to purchase, during the period from July 1, 1928, to June 30, 1929, inclusive, five thousand (5,000) tons of coal, more or less, of the grade, in the manner, at the times and at the prices hereinafter set out, to-wit:

(1) First party agrees that the coal covered by this contract shall be the Pond Creek Seam, sold by first party under the name of 'Red Seal', and shall be of the following analysis:

Moisture (as mined).....	1.69
Fixed carbon as delivered.....	60.07
Volatile matter as delivered.....	34.05
Ash as delivered.....	5.88
Sulphur by separate determination.....	.62
Oxygen by separate determination.....	.6 or .7%
Calorific value as delivered.....	14,100
Fusion point of ash.....	2,784 degrees.

(2) First party agrees to furnish said coal at the following prices:

(a) Red Seal Pond Creek Seam 2" Nut and Slack Coal at \$3.39 per net ton of 2000 pounds delivered.

(b) Red Seal Pond Creek Seam Small Egg Screened 1½" x 2¾" at \$3.64 per net ton of 2000 pounds delivered.

(c) Red Seal Pond Creek Seam Mine Run at \$3.54 per net ton of 2000 pounds delivered.

It is mutually understood and agreed that the above prices include charges for freight at the rate of \$2.14 per ton and first party further agrees that in the event of a reduction in said freight rate during the life of this agreement the above prices shall be correspondingly reduced as to all coal delivered thereafter. It is further mutually understood and agreed that the term 'delivered' as used above means delivered f. o. b. on the siding at the power house of the Ohio Soldiers' and Sailors' Orphans' Home at Xenia, Ohio.

(3) First party further agrees that said coal shall be furnished to second party in such quantities and at such times as second party acting by and through the Superintendent of the Ohio Soldiers' and Sailors' Orphans' Home from time to time orders and directs, and shall be in such quantities as to one or more of the kinds or grades of coal above set out as ordered by said Superintendent, it being the understanding and intention of the parties hereto that the Superintendent of said Ohio Soldiers' and Sailors' Orphans' Home may order any one or more of the kinds or grades of coal above set out in such quantities and to be delivered at such times as he may desire, it being further understood and agreed that such orders shall not be for less than carload lots.

(4) First party agrees to deliver said coal in hopper bottom cars, and further agrees to assume responsibility for demurrage should cars be delivered at a greater rate than ordered.

(5) First party further agrees that second party may submit samples of each shipment of coal covered by this contract to the Ohio State University, Columbus, Ohio, for testing and analysis, such testing and analysis to conform to the approved methods as recommended by the American Society for Testing Materials and the American Chemical Society. If at any time

upon testing and analysis it is found that the coal furnished in any shipment does not comply with the kind or kinds of coal above specified or with the analysis above set out, second party may terminate this contract upon -----days notice in writing to first party, or second party may accept the coal and pay therefor a reasonable price for coal of the kind or grade furnished.

It is mutually agreed that payment for coal furnished by first party under the terms of this agreement shall be made by warrant issued by the Auditor of State upon estimates and vouchers prepared as the coal is delivered by first party.

IN WITNESS WHEREOF the parties hereto have hereunto set their names the day and year first above written.

THE TILDESLEY COAL COMPANY,
By -----
President,
First Party,

STATE OF OHIO,
By -----

This contract is in accordance with law.

Trustees of The Ohio Soldiers' and Sailors' Orphans' Home,

Attorney General,
July-----, 1928.

Second Party."

I am returning herewith the specifications and the bid of The Tildesley Coal Company submitted with your request.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2376.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN CUY-AHOGA COUNTY.

COLUMBUS, OHIO, July 20, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*