

and operating the railroad company of the Nypano, covering the grade crossing elimination work at a point approximately four miles west of Mansfield, Richland County, Ohio, where the railroad company's tracks cross State Highway (Intercounty) No. 202, at a point commonly known as "Harding Station".

While the contract submitted has been executed and approved by the Erie Railroad Company, I note that provision is made in Section 20 thereof to the effect that the work pursuant to the contract is not to be commenced until the approval of plans and specifications by both parties thereto and due notification that all funds therefor on the part of the state have been properly certified and made available, both of which provisions will have to be complied with by the state. I note that in the last sentence of Section 16 of the contract provision is made that "contractors and subcontractors shall take out workmen's compensation insurance and public liability insurance covering the work to be performed by such contractors and subcontractors, which insurance shall extend to and run in favor of the railroad company as well as such contractors and subcontractors, also a surety bond in favor of the contractor and railroad company jointly to cover damages to property of and in charge of the railroad company, in an amount satisfactory to the chief engineer of the railroad company. I think the substance of the above provision should be incorporated in the advertisement for bids for any work done on the job to which the provisions of said section are applicable.

The provisions of Sections 14 and 15 would be substantially the law whether specifically stated in the contract or not, except possibly the provision with reference to the approval by the chief engineer of the railroad company, and as to this latter provision I see no real objection to it being included in the contract in question.

Finding said contract in proper legal form subject to the exceptions noted, I hereby note my approval thereon, as provided in Section 1229-10, General Code, and return the same to you herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

404.

APPROVAL, BONDS OF CLEVELAND CITY SCHOOL DISTRICT, CUYA-HOGA COUNTY—\$25,000.00.

COLUMBUS, OHIO, May 14, 1929.

Industrial Commission of Ohio, Columbus, Ohio.

405.

APPROVAL, ABSTRACT OF TITLE TO LAND OF FOREST E. ROBERTS, IN BENTON TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, May 15, 1929.

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

DEAR SIR:—You recently submitted to me a corrected abstract of title, warranty

deed, encumbrance estimate No. 4795, and Controlling Board certificate, relating to the proposed purchase of two tracts of land in Benton Township, Pike County, Ohio, of 100 acres and 10 acres respectively, owned by Forest E. Roberts. In your communication, you requested another opinion relating to this purchase.

The abstract of title and other files relating to the purchase of these tracts of land were the subjects of former opinions of this department, to wit No. 36 under date of January 30, 1929, No. 220, under date of March 20, 1929, and No. 228 under date of March 22, 1929. In opinion No. 220 of this department, the title of Forest E. Roberts, shown by the corrected abstract of title submitted, was approved and thereafter in Opinion No. 228 above referred to, the warranty deed, encumbrance estimate and Controlling Board certificate above referred to, were likewise approved.

After the receipt of your last communication, enclosing said files, a further check of the same was made, at which time it was discovered that the description contained in the deed of the second tract of land above referred to, to wit the ten acre tract of land, was not definite enough to accurately describe the land. Thereafter on April 30, 1929, I returned said warranty deed to Forest E. Roberts with instructions to forward a corrected deed in which said tract of land should be accurately described. The letter written to Mr. Roberts in regard to this matter has been returned by him to this office and the same is herewith enclosed for your files. The corrected deed submitted by Mr. Roberts accurately describes both tracts of land to be conveyed to the State of Ohio, and inasmuch as said deed has been executed and acknowledged by said Forest E. Roberts and his wife, Gladys Roberts in the manner provided by law, and said deed is in form sufficient to convey to the State of Ohio a fee simple title to both of said tracts of land free and clear of all encumbrances, the corrected warranty deed lately submitted by Mr. Roberts is hereby approved.

By reason of the correction made by Mr. Roberts in the warranty deed submitted, all of the files relating to the purchase of these tracts of land are hereby approved and I am of the opinion that said Forest E. Roberts has a good and indefeasible fee simple title in and to the land here under investigation, subject only to the lien of the undetermined taxes for the year 1929. These taxes will probably amount to eight or nine dollars, and unless the same are remitted, some adjustment should be made with respect to these taxes before the transaction with respect to the purchase of these lands is closed.

I am herewith returning to you abstract of title, warranty deed, encumbrance estimate No. 4795 and Controlling Board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

406.

APPROVAL, LEASE FOR RIGHT TO USE WATER TAKEN FROM ST. MARYS FEEDER OF MIAMI AND ERIE CANAL—WESTERN OHIO RAILWAY & POWER CORPORATION, ST. MARYS, OHIO.

COLUMBUS, OHIO, May 15, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You recently submitted for my examination and approval a certain lease in triplicate executed by you as Superintendent of Public Works to the Western