

and calls for an expenditure of seven thousand eight hundred ninety-seven and 95/100 (\$7,897.95) dollars.

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. You have also furnished evidence to the effect that the consent of the Controlling Board to the expenditure has been obtained as required by Section 12 of House Bill No. 502 of the 87th General Assembly. In addition you have submitted a contract bond, upon which the Southern Surety 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.

2104.

APPROVAL, ABSTRACT OF TITLE TO LAND OF LINNIE J. SHULL, IN
SALEM TOWNSHIP, JEFFERSON COUNTY, OHIO.

COLUMBUS, OHIO, May 15, 1928.

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

DEAR SIR:—Under date of September 21, 1927, this department directed to you Opinion No. 1024, in which my opinion was stated with respect to a certain abstract of title and warranty deed of one Linnie J. Shull, covering a certain tract of 158½ acres of land in Salem Township, Jefferson County, Ohio, which is more particularly described in said opinion above referred to.

In said opinion, the title of Linnie J. Shull in and to said lands and the abstract of title thereof were disapproved solely for the reason that in the deed whereby Linnie J. Shull obtained this property from Wm. A. Johnston in 1913, said Wm. A. Johnston reserved out of said tract of 158½ acres thereby conveyed, the coal lying under 66½ acres of the tract conveyed with the right in said Wm. A. Johnston to remove the coal so reserved in a manner which in the opinion of this department might constitute a serious interference with the use of the surface of the land by the State of Ohio.

In said opinion of this department above referred to, objection was likewise taken to the deed tendered by said Linnie J. Shull and husband to the State of Ohio for the reason that this deed reserved the coal under the whole of said 158½ acres of land other than that previously reserved by William A. Johnston in his deed to Linnie J. Shull. In the opinion of this department, the reservation made by Linnie J. Shull in the deed tendered to the State of Ohio and the manner of mining and removing said coal were such reservation as might interfere with the use of the

surface of the land by the State of Ohio. For the reasons above noted, both the abstract of title and the deed submitted were disapproved. On a resubmission of said abstract of title and new deeds covering said land both of the objections made by this department in said former opinion have been obviated.

The first objection has been quite effectually cured by a quit claim deed executed by said William A. Johnston and wife to the State of Ohio, whereby said William A. Johnston and wife remise, release and forever quit claim to the State of Ohio all the right, title and interest of the grantors in said 66½ acres of coal which was reserved to said William A. Johnston in his deed to Linnie J. Shull above referred to.

The second objection above noted has been obviated by a new deed executed and tendered by Linnie J. Shull and Robert L. Shull her husband whereby the above described tract of 158½ acres of land which was the subject of said former opinion is tendered to the State of Ohio without any reservations whatsoever and free and clear of all encumbrances.

Said abstract of title and deed now tendered to the State of Ohio for the purpose of curing the defects noted in said former opinion are hereby approved. In this connection, however, I desire to call your attention to the fact that in said former opinion taxes and assessments standing as a lien on said premises were noted as follows:

The June, 1927, installment of the 1926 taxes amounting to \$17.85 is a lien.
The 1927 taxes, amount yet undetermined, are a lien.

An assessment for the construction of the Canton Road, I. C. H. No. 75, Section K, amounting to \$125.22 payable in fourteen installments of \$9.23 each, the next installment being payable in December, 1927, is a lien.

It is altogether probable that some of the taxes above mentioned and some of the assessment installments have been paid since the foregoing opinion of this department was rendered. You will please obtain information upon this point before concluding the purchase of said lands. It should also be noted that in the meantime the undetermined taxes for the year 1928 have become a lien upon said premises and some arrangements should be made by your department with said Linnie J. Shull with respect to these taxes before the purchase of these lands is concluded.

Neither on the occasion of the former opinion of this department nor upon this resubmission was any encumbrance estimate or certificate of the Controlling Board presented to this department, and it is to be understood that this approval of the abstract of title to said lands and of the deed of Linnie J. Shull conveying same to the State of Ohio is contained upon proper action of your department in securing for the approval of this department said encumbrance estimate and the Controlling Board's certificate.

I herewith return said abstract of title, the quit claim deed of William A. Johnston and wife to the State of Ohio, the new deed conveyed by Linnie J. Shull and husband, and the former deed submitted on the occasion of the former opinion of this department.

Respectfully,
EDWARD C. TURNER,
Attorney General.