1091.

DISTRICT BOARD OF HEALTH—MEMBER OF BOARD MAY RESIGN AND THEREAFTER BE APPOINTED HEALTH OFFICER.

*A member of a general district board of health constituted under the Hughes and Griswold acts (sections 4404 et seq. G. C.) may resign and thereafter be legally appointed as health officer by the remaining members of said board, if such remaining members lawfully constitute a quorum thereof.*

*Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.*

GENTLEMEN:—Acknowledgment is made of the receipt of your recent request for the opinion of this department, as follows:

> "A is a member of a district board of health constituted under the Hughes and Griswold acts. May he resign and then be legally appointed as health officer by the remaining members of said board?"

A careful examination of the Hughes and Griswold acts, so-called, discloses that there is no specific provision therein which would prevent the appointment as health officer of a former member of the district board of health who had resigned as such member prior to his appointment as such health officer.

By personal conference it is learned that the district board of health referred to in your letter is the board of a general health district. There is no general provision which prohibits such appointment, such as section 19, article 2, of the constitution relating to the exclusion of members of the general assembly from any civil office under the state which shall have been created, or the emoluments of which shall have been increased, during the term for which such members of the general assembly shall have been elected. In the absence of any such constitutional or statutory inhibition, it is the opinion of this department that a member of a general district board of health constituted under the Hughes and Griswold acts (sections 4404 et seq. G. C.), may resign and thereafter be legally appointed as health officer by the remaining members of said board, if such remaining members lawfully constitute a quorum thereof.

Very respectfully,

JOHN G. PRICE,

*Attorney-General.*

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1092.

DISAPPROVAL, DEFICIENCY BONDS OF GALION CITY SCHOOL DISTRICT IN AMOUNT OF $36,000—CONTRARY TO PROVISIONS OF HOUSE BILL 567, SECTION 4, 108 O. L., 711.

COLUMBUS, OHIO, March 22, 1920.

*Industrial Commission of Ohio, Columbus, Ohio.*

RE: Deficiency bonds of Galion city school district in the amount of $36,000, being 1 bond of $1,000 and 14 bonds of $2,500 each.

Gentlemen:—I have examined the transcript of the proceedings of the board of education and other officers of Galion city school district, relative to the above bond

issue and decline to approve the validity thereof because all of said bonds run for a period of longer than eight years from the date of their issuance, contrary to the provisions of section 4 of house bill 567 (108 O. L. 711). This section of the General Code in part provides that bonds issued under authority of said H. B. 567 shall run for a period not exceeding eight years. The first of the bonds provided in the issue under consideration matures on April 1, 1928. The last of said bonds matures April 1, 1935.

I therefore advise you to decline to accept the bonds.

Respectfully,
JOHN G. PRICE,
*Attorney-General.*

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1093.

APPROVAL, ABSTRACT TO 10.66 ACRES OF LAND IN ERIE TOWNSHIP, OTTAWA COUNTY, OHIO, WHICH FORMERLY BELONGED TO OHIO RIFLE RANGE ASSOCIATION.

COLUMBUS, OHIO, March 22, 1920.

HON. ROY E. LAYTON, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—The abstract submitted to this department for examination purports to exhibit the title to 10.66 acres of land in Erie township Ottawa county, which formerly belonged to the Ohio Rifle Range Association, and described as follows:

> "Being the east half of the southeast quarter of fractional sections 21, fractional township 7, range 16, lying north of the county road excepting the west 3.342 acres thereof, said excepted part being more particularly described in said abstract."

Consideration of the abstract as submitted discloses, among other things, the following:

1. No patent deed appears of record. An early record, according to the abstract, shows this land "was entered by Abraham Bell, July 21, 1834."

2. In the deed from John Dewell to Benjamin Read & Company (page 4 of abstract) in the granting clause, there are no words of perpetuity, the grant being unto grantee "his heirs and assigns" without the addition of the word "forever." In the latter part of this section of the abstract, however, the abstracter certifies that the deed contains the usual habendum clause and covenents of warranty.

3. The same discrepancy appears in the deed of Benjamin Read and John Wild to Amasa Short (page 5 abstract), with the same reference to the habendum clause and covenants of warranty.

4. In these two sections of the abstract it does not appear who constituted the firm or partnership of "Benjamin Read & Company" nor so far as these two deeds are concerned does the connection of John Wild with Benjamin Read & Company appear. However, the next section (page 7 abstract) shows that Amasa Short executed a mortgage to Benjamin Read & Company, which in the next section (page 8 abstract) was foreclosed in a proceeding brought by Benjamin Read and John Wild, in the petition for which it is alleged that said mortgage and notes secured thereby were executed to the plaintiffs, Read and Wild.

5. On page 12 of the abstract, George E. St. John and Mate St. John, his wife, convey by warranty deed to Oliver A. Short, who previously had received (page 11