

3008.

APPROVAL—BONDS OF DELTA VILLAGE SCHOOL DISTRICT,
FULTON COUNTY, OHIO, PART OF ISSUE DATED SEP-
TEMBER 1, 1938.

COLUMBUS, OHIO, September 21, 1938.

The Industrial Commission of Ohio, Columbus, Ohio.

GENTLEMEN :

RE: Bonds of Delta Village School District, Fulton
County, Ohio, \$97,000.00.

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise part of an issue of school site, building and equipment bonds in the aggregate amount of \$106,900, dated September 1, 1938, bearing interest at the rate of 3½% per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute valid and legal obligations of said school district.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3009.

APPROVAL—ABSTRACT OF TITLE, PROPOSED PURCHASE
PARCEL OF LAND FROM MAY S. McCREERY, OXFORD,
OHIO, BY BOARD OF TRUSTEES, MIAMI UNIVERSITY—
SUPPLEMENTAL OPINION TO FOLLOW.

COLUMBUS, OHIO, September 21, 1938.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami Univer-
sity, Oxford, Ohio.*

DEAR SIR: You lately submitted for my examination and approval an abstract of title and extension thereof under date of September 1, 1938, and a warranty deed relating to the proposed purchase of a parcel of land which is owned of record by one May S. McCreery in the village

of Oxford, Ohio, which parcel of land is described in the warranty deed tendered by said May S. McCreery as follows:

The West two-thirds ($\frac{2}{3}$) of the North one-half ($\frac{1}{2}$) of the North one-half ($\frac{1}{2}$) of Outlot number thirty-three (33) as the same is known and designated on the plat of the Village of Oxford, Butler County, Ohio.

Upon examination of this abstract of title and continuation, I find that said May S. McCreery has a good and indefeasible perpetual leasehold interest in the above described parcel of land and that she owns and holds her interest in this property free and clear of all encumbrances except the taxes on the property for the last half of the year 1937, amounting to the sum of \$20.10, and except the undetermined taxes on the property for the year 1938.

Upon examination of the warranty deed above referred to tendered by May S. McCreery, a widow, I find that this deed has been executed and acknowledged in the manner provided by law; that the form of this deed is such that the same is sufficient to convey to the President and Trustees of Miami University all of May S. McCreery's right, title and interest in the premises with a covenant of warranty that said property is free and clear of all encumbrances, with the exception of Miami University land rents which may be chargeable against the property.

Although I have here approved the title of May S. McCreery in and to the above described parcel of land subject only to the exception here noted with respect to the taxes on the property for the last half of the year 1937 and the undetermined taxes on the property for the year 1938, I am at this time unable to approve the purchase of this property or the issuance by the Auditor of State of a warrant for the purchase price of the property, for the reason that no contract encumbrance record covering the amount of this purchase price has been submitted for my examination and approval. As soon as this contract encumbrance record is presented and the same has been approved by me, a further opinion approving the purchase of the property here in question will be directed to you.

I am retaining the abstract of title and warranty deed appending the submission of the contract encumbrance record above referred to; and the same will be forwarded to you, together with my supplemental opinion in this matter.

Respectfully,

HERBERT S. DUFFY,
Attorney General.