

Upon examination of contract encumbrance record No. 32, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property, which purchase price is the sum of \$13,480.00.

Subject only to the exceptions above noted, the title of Almus O. Dissinger in and to the above described tract of land is approved, as is likewise the warranty deed tendered to the State by Almus O. Dissinger and by Viola A. Dissinger and the same, together with the certificate of title and contract encumbrance record, are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1797.

DISAPPROVAL -- BONDS WAYNE TOWNSHIP RURAL
SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO,
\$3,000.00.

COLUMBUS, OHIO, January 21, 1938.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

GENTLEMEN :

RE: Bonds of Wayne Twp. Rural School Dist.,
Pickaway County, Ohio, \$3,000.00.

I have examined the transcript submitted by you to this office relative to the issue of Wayne Township Rural School District, Pickaway County, \$3,000.00, building bonds. These bonds are issued pursuant to the so-called Uniform Bond Act and are not in conjunction with federal participation. Therefore, the provisions and sections of the so-called Uniform Bond Act must be considered the governing sections.

The notice of election published in The Circleville Herald, a newspaper of general circulation in the County of Pickaway, was published for four consecutive weeks commencing October 6, 1937. While I am not unmindful that the notice of election appeared in this paper four times, yet I direct your attention to the fact that the elec-

tion was held on the 2nd day of November, 1937, and therefore a full twenty-eight days had not expired between the day of the first publication and the day of the election. Counting the day of the first publication, the twenty-eighth day would necessarily be the day of the election and I direct your attention to the provisions of Section 2293-21, General Code, which in part reads as follows: "Once a week for four consecutive weeks prior thereto."

This office has repeatedly held that the reference to four consecutive weeks must be interpreted to mean the duration of time rather than the number of publications and that a full twenty-eight days must expire before the day of the election. One of the outstanding Ohio Attorney General's opinions on this particular question is to be found appearing in the 1927 Opinions of the Attorney General, Vol. IV, page 2618. On page 2620 of this opinion, the then Attorney General held as follows:

"The net result of these cases is such as to leave in doubt the question of the sufficiency of the publication in the instant case. In other words, the question is one for a determination by a proper court as to whether the electors had such general knowledge of the election that failure to publish for the statutory period of four full weeks or twenty-eight days was of no legal consequence, and further that the failure to publish for the statutory period did not result in a denial to any one of his right to vote."

For further authority on this question, I wish to cite you the case of *State v. Kuhner and King*, 107 O. S. 406. The court in that case placed an interpretation upon the word "for" and held that the advertisement required is that during the continuance of or throughout the period, rather than the number of publications.

For the reasons above cited, I will be unable to approve this transcript and advise your system against the purchase of these bonds.

Respectfully,

HERBERT S. DUFFY,
Attorney General.