

1987.

APPROVAL.—BONDS CITY OF AKRON, SUMMIT COUNTY, OHIO, \$4,000.00, PART OF ISSUE DATED NOVEMBER 1, 1932.

COLUMBUS, OHIO, February 26, 1938.

*State Employees Retirement Board, Columbus, Ohio.*

GENTLEMEN :

RE: Bonds of City of Akron, Summit County, Ohio,  
\$4,000.00.

The above purchase of bonds appears to be part of an issue of bonds of the above city dated November 1, 1932. The transcript relative to this issue was approved by this office in an opinion rendered to the Teachers Retirement System under date of July 17, 1935, being Opinion No. 4427.

It is accordingly my opinion that these bonds constitute valid and legal obligations of said city.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

1988.

APPROVAL.—CERTIFICATE OF TITLE, WARRANTY DEED, CONTRACT, PROPOSED PURCHASE STATE OF OHIO THROUGH DEPARTMENT OF PUBLIC WORKS FROM ALBERT WORKINGER, CERTAIN DESCRIBED TRACT OF LAND, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO, \$600.00, USE, NIMISILA BASIN RESERVOIR.

COLUMBUS, OHIO, February 26, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a certificate of title, warranty deed, contract encumbrance record No. 33

and other files relating to the proposed purchase by your department for and in the name of the State of Ohio of a tract of land in Green Township, Summit County, Ohio, which tract of land, as the same is described in the deed, and the appurtenant easement as to flowage rights are in words and figures as follows, to wit:

Being part of the northwest quarter of Section No. 32, Green Township, Summit County, Ohio, and being more completely described as follows:

Beginning at a stone set on the center line of Christman Road and on the northwest corner of Section No. 32; thence along the center line of Christman Road and the west line of the northwest quarter of Section No. 32—S 6° 54' 40" W eighteen hundred thirty two and sixty one hundredths (1832.61) feet to a stone; thence along the north line of the property of S. & A. Hoffman—S 83° 45' 55" E. four hundred eighty five and two hundredths (485.02) feet to a stake and the true place of beginning of the property to be conveyed; thence continuing S 83° 45' 55" E three hundred forty eight and twenty six hundredths (348.26) feet to a stake; thence along the west line of the property of S. & A. Hoffman—N 6° 54' 40" E four hundred ninety one and four hundredths (491.04) feet to a point in the south line of the property of F. & J. Geig; thence along Geig's south line N 83° 32' 20" W three hundred forty eight and twenty five hundredths (348.25) feet to a point; thence on a line parallel to the center line of Christman Road—S 6° 54' 40" W four hundred ninety two and forty two hundredths (492.42) feet to the true place of beginning and containing three and ninety three hundredths (3.93) acres of land as surveyed June 1936 by Francis W. Stafford.

Excepting and reserving to the Grantor, his heirs and assigns, the rights to and the ownership of such oil and gas as may underlay the above described premises, provided, however, that no well or wells shall be drilled for the purpose of exploring for gas or oil or gas and oil nor shall any wells be drilled for the purpose of producing gas or oil or gas and oil on the above described premises.

Also hereby conveying an easement or right of flowage over a marginal strip of land adjoining the waters of Nimisila Reservoir over, along and between the spillway crest elevation of 1000 feet and elevation 1005 feet, both above mean sea level and as further described as being along the west boundary of

the above described parcel and on the west short line of the Nimisila Reservoir.

On examination of the certificate of title submitted to me, I find that Albert Workinger, the owner of record of the above described property, has a good and indefeasible fee simple title to the property; and that he owns and holds the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1936, amounting to \$7.40, which, together with the taxes on the property for the year 1937, are a lien on the property; and except the following encumbrances which are set out in this certificate of title:

1. Under date of August 20, 1902, William Workinger, a predecessor in title to the above described tract of land, executed an instrument in deed form to The East Ohio Gas Company in and by which he granted to said company a right of way in and upon and across this tract of land for pipe line and telegraph line purposes. Nothing is stated in the certificate of title to show what, if anything, has been done by said grantee company under this easement. I assume, however, that you or your engineers and other agents in charge of the Nimisila Reservoir Basin project are fully acquainted with the facts with respect to any pipe lines or telegraph lines which may have been constructed under the authority of this easement deed.

2. On June 11, 1937, Albert Workinger, the present owner of this property, executed an oil and gas lease to the East Ohio Gas Company covering the tract of land above described. This lease by its terms is to continue in force for one year from July 25, 1937, and so much longer as oil or gas or their constituents are found in paying quantities. This oil and gas lease is, of course, an encumbrance upon the property.

Upon examination of the warranty deed tendered to the State by Albert Workinger, an unmarried person, I find that this lease has been properly executed and acknowledged by said grantor and that the form of this deed is such that the same is legally sufficient to convey the above described property to the State by fee simple title, as well as to convey to the State the casement or right of flowage therein described. It likewise appears from this deed that the property therein described is to be conveyed to the State free and clear from all encumbrances whatsoever. This assumes that some satisfactory disposition will be made with respect to the oil and gas lease above referred to as well as of the pipe line and telegraph line easement above noted.

Contract encumbrance record No. 33, which has been submitted to me as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the appropriation account to the credit of your department for the purchase

of lands in connection with the Nimisila Basin Reservoir project to pay the purchase price of this property and of the flowage right or easement above referred to, which purchase price is the sum of \$600.00. It likewise appears by recitals contained in this contract encumbrance record that the purchase of this property has been approved by the Controlling Board.

I am accordingly approving the title of Albert Workinger to the above described property, subject only to the exceptions hereinabove noted; and I am likewise approving the deed and contract encumbrance record which, together with the certificate of title, are herewith returned to you for your further attention in closing the transaction for the purchase of this property.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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1989.

SCHOOL—INTERPRETATION OF WORD—OPERATED FOR PROFIT NOT FACTOR IN DEFINITION UNDER SECTION 1345-1 (E) (5) G. C.—“COLLEGE” AS USED IN SECTION 7650 G. C.—EMPLOYMENT—PRIVATE OR PAROCHIAL SCHOOLS—COLLEGES AND UNIVERSITIES—TEACHER, RESEARCH OR EXPERIMENTAL WORK, OFFICER—FACULTY—UNEMPLOYMENT COMPENSATION ACT.

**SYLLABUS:**

1. *The word “school” as used in Section 1345-1 (E) (5), General Code, should be strictly construed and only includes institutions lower than the grade of college wherein a course of general education and mental training is offered for children similar to that offered in the public schools. Whether or not institutions are operated for profit is not a factor in determining whether said institutions come within the definition of the word “school” as that word is used in Section 1345-1 (E) (5).*

2. *Inasmuch as there is no other statutory definition and in the absence of case law on the subject, the definition of the word “college” contained in Section 7650, General Code, should be adopted in the interpretation of that word as it appears in Section 1345-1 (E) (5).*

3. *Employment by private or parochial schools, colleges and universities in capacities other than as a “teacher” or “in research or experimental work” or “as administrative officer” or “as a member of the*