

"The school year of any recognized high school shall, beginning in 1929, be at least nine months. Further, this shall include at least 176 days of actual school time, not over 4 of which shall be expended on organizing at the opening, conducting examinations, etc. In some schools nearly two weeks of the school year is spent in holding examinations and allowing time for the teachers to mark the papers and prepare their reports. This the department deems poor administration. It should not be the plan even in schools with 9½ or 10 months of school, and is not allowable at all in the 9 months minimum term."

It will be observed that the rule above stated applied to all high schools whether of the first, second or third grade. However, because of the impracticability of enforcing the rule at the present time in some places, the director is not enforcing it in full at this time with reference to second and third grade high schools, but is insisting on its full application before a certificate will be granted to a first grade high school, as such.

From the terms of Section 7651, *supra*, it seems clear that the Legislature has extended to the director of education the authority to prescribe standards for high schools such as that contained in the rule above quoted, and, although a school may require for graduation the completion of 16 units of 120 sixty-minute hours of prepared class room exercises in conformity with Section 7653, General Code, it is not necessarily entitled to be classed as a first grade high school unless it conforms to the other requirements in accordance with the standards prescribed by the director of education.

I am therefore of the opinion that the director of education is empowered to require a high school to conduct its sessions over a school year of nine months to entitle it to the rating of a first grade high school.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

1510.

APPROVAL, ABSTRACT OF TITLE TO LAND OF NAAMAN R. CANADAY, JR., IN CITY OF GALLIPOLIS, GALLIA COUNTY.

COLUMBUS, OHIO, February 10, 1930.

HON. HAL H. GRISWOLD, *Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a corrected abstract of title, warranty deed, encumbrance estimate No. 5360 and other files relating to the proposed purchase by the State of Ohio of a certain tract of one acre of land which is owned of record by one Naaman R. Canaday, Jr., and which is more particularly described as follows:

"Situate in the State of Ohio, county of Gallia and in the city of Gallipolis, township of Gallipolis, and being one acre of land more or less lying and being on the north and west side of the right-of-way of The Hocking Valley Railway Company and all the land owned by said grantors lying north and west of said right of way as the same runs through the following described premises, to-wit: Beginning three chains and twenty-

five (25) links west of the northeast corner of 8 acre Lot No. 1168, Section 23, Town. 3, of Range 14, in the Ohio Company's Purchase, thence south 35 degrees east, 6 chains and 56 links to the northwest side of Chestnut Avenue in Maple Shade; thence west with said line south 55 degrees west, 16 chains and 82 links to the east line of the Gallia County Fair Ground Company's land; thence with said line north 11 chains and 50 links; thence south 69 degrees east, one (1) chain and 90 links; thence north 36 degrees east, one (1) chain and 90 links; thence north 52 degrees east, one (1) chain and 90 links; thence north 39 degrees east, 2 chains and 37 links; thence east 4 chains and 47 links to the place of beginning, containing 11 and 39/100 acres, more or less, and being in eight acre lots Nos. 1160, 1168, 1169, 1177 and 1178, in said township and section, and being all of said lots owned by grantors lying north and west of said railway right-of-way."

An examination of the corrected abstract of title submitted shows that said Naaman R. Canaday, Jr., has a good merchantable fee simple title to the property here in question, free and clear of all encumbrances except as to such taxes as may be unpaid and a lien upon the larger tract of which the one acre here under investigation is a part. The abstract of title submitted does not indicate whether any of the taxes on this property are unpaid. This matter, of course, should be investigated before the transaction relating to the purchase of this property is closed; although as to this I am quite sure that you are fully protected by the warranty deed which has been tendered by said Naaman R. Canaday, Jr.

An examination of said warranty deed shows that the same has been signed and otherwise properly executed and acknowledged by said Naaman R. Canaday, Jr., and Anna Canaday, his wife, and said deed is in form sufficient to convey to the State of Ohio a fee simple title to the property here under investigation, free and clear of all encumbrances whatsoever.

Encumbrance estimate No. 5360, above referred to, has been properly executed and the same shows that there is a sufficient balance in the proper appropriation account to pay the purchase price of the property here in question. It is also noted that the money necessary to pay the purchase price of this property has been released for the purpose of the controlling board as appears by certificate under date of November 4, 1929.

Said abstract of title, warranty deed and other files above referred to, are accordingly approved and returned to you.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

1511.

APPROVAL, LEASE TO OHIO CANAL LAND IN CUYAHOGA COUNTY  
AND LEASE FOR RIGHT TO TAKE WATER FROM SAME CANAL—  
AMERICAN STEEL & WIRE COMPANY.

COLUMBUS, OHIO, February 10, 1930.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a