

ceedings as Superintendent of Public Works relating to the proposed sale to John W. Griffith and Charlotte E. Griffith of Newark, Ohio, of a parcel of land which was formerly a part of the north fork feeder of the Ohio Canal in the city of Newark, Licking County, Ohio.

The parcel of land above referred to is more particularly described as follows:

“Beginning at the southerly line of the lands of the grantees herein, said southerly line intersecting the transit line of the W. C. Row survey of said feeder property at or near Station 46-80 and running thence northerly with the lines of said feeder canal property, twelve hundred (1200) feet, more or less, to its intersection with the North Fork of Licking River, and containing one and sixty-five hundredths (1.65) acres, more or less. Reference being hereby made to Page 1-A, Volume No. 8, of the Records of the W. C. Row survey of said feeder property.”

An examination of the transcript of your proceedings relating to the sale of the above described parcel of land shows that the proceedings had by you relating to this matter are in conformity with the provisions of Sections 13971 and 14203-31 of the General Code relating to the sale of the abandoned canal lands here in question, and that the findings made by you are such as to bring your authority to sell this parcel of land within the authority of said statutes.

The proceedings relating to the sale of this property are therefore approved as to the legality of the same, as is evidenced by my approval endorsed upon said transcript and the duplicate copy thereof.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1152.

APPROVAL, CERTIFICATE OF TITLE TO LAND OF W. W. SHINKLE IN
THE VILLAGE OF POINT PLEASANT, CLERMONT COUNTY, FOR
U. S. GRANT MEMORIAL PARK.

COLUMBUS, OHIO, November 5, 1929.

HON. ALLEN B. NICHOLS, *Chairman, U. S. Grant Memorial Centenary Commission,
Batavia, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certificate of title certified by the law firm of Nichols, Speidel & Nichols of Batavia, Ohio, warranty deed and encumbrance estimate relating to a parcel of land in the village of Point Pleasant, Clermont County, Ohio, which parcel of land is to be purchased and used as an extension to the U. S. Grant Memorial Park, and is more particularly described as being the southeast one-half of lots numbers twenty (20) and thirteen (13) as known and designated on the recorded plat and plan of the village of Point Pleasant.

From an examination of the certificate of title presented, I find that W. W. Shinkle, the present record owner of said above described property has a good merchantable title to the same, subject only to the taxes for the year 1929, and to the contingent claim against this and a large amount of other property purchased by said W. W. Shinkle from the heirs of one John Winspear.

The existence of this claim, if any, which apparently will not exceed the sum of two hundred dollars, cannot be ascertained until the settlement of the Winspear estate. Arrangements have been made to protect the state against the existence and assertion of such possible claim and lien against the lands purchased of the Winspear heirs by W. W. Shinkle, by securing from said W. W. Shinkle, a deposit in the First National Bank of Batavia, Ohio, in the sum of five hundred dollars in the name of the chairman of the U. S. Grant Memorial Centenary Commission.

The title of said W. W. Shinkle to the land here in question is therefore approved, subject to the adjustment of the taxes on said property for the year 1929, and subject to the deposit by said W. W. Shinkle of the sum of five hundred dollars to protect the state against a possible lien on said property arising out of the Winspear estate above referred to.

I have examined the warranty deed tendered by said W. W. Shinkle and find that the same has been signed and otherwise properly executed and acknowledged by said W. W. Shinkle and Nellie Shinkle, his wife, and that the same is in form sufficient to convey to the State of Ohio a fee simple title to the above described property free and clear of all encumbrances except the taxes for the last half of the year 1929, due and payable in June, 1930, and free and clear of the dower interest of said Nellie Shinkle.

There has likewise been submitted to me encumbrance estimate No. 6496, which has been properly executed and which shows that there are sufficient balances in a proper appropriation account to pay the purchase price of this property. It is further noted that the purchase price of this property in the sum of twenty-four hundred dollars was released by the Controlling Board as is evidenced by the certificate of said board under date of September 15, 1929.

All of said above mentioned files are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1153.

COMPULSORY SCHOOL LAWS—CONSTITUTIONAL—RIGHT TO RELIGIOUS FREEDOM NOT EXCUSE FOR NON-COMPLIANCE.

SYLLABUS:

1. *The compulsory school laws of Ohio contained in Sections 7762, et seq., of the General Code, are constitutional and operate uniformly on all citizens of the State of Ohio.*
2. *The compulsory school laws of Ohio are not an interference with the religious freedom granted by the constitution to each and every citizen of the State of Ohio.*

COLUMBUS, OHIO, November 6, 1929.

HON. J. L. CLIFTON, *Director of Education, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your request for my opinion, as follows:

“A parent who is a member of a religious sect, which apparently does not favor high school education, claims exemption from the operation of the compulsory education law in respect to his children on the ground of religious belief. He has two children who have completed the eighth grade, one 14