the act to mean that the trustees were only authorized by its terms to enter into such contracts as were legal and so long as the contract was made with an incorporated association of alumni incorporated not for profit the contract would be upheld. *State* v. *Kerns,* 104 O. S., 550.

It remains to inquire whether or not the authorized reservation in a contract which the trustees may make is such as to render the power extended to the trustees by the act unconstitutional. This reservation is to the effect that the building shall at all times be under the control and management of the alumni. In my opinion, a reservation of this kind is not unreasonable and is not such a reservation as would render a contract authorized by the act to be illegal or void.

While it is possible the alumni association might attempt to so control and manage the building as to render the expenditure of public funds in aid of the maintenance of the building unlawful, it will not be presumed that such would be the case, and anyway it is time enough, and is within the power of the proper authorities to correct abuses of that nature when the occasion arises. The statute would be interpreted so as to extend authority to the trustees of the university to make lawful contracts only and any contract made by the trustees in pursuance of this statute would be construed so as to limit the control and management of the building which might be reserved to the alumni therein, to such control and management as is reasonable, proper and lawful. It has been held that it is the duty of courts in the interpretation of statutes, unless restrained by the letter to adopt that view, which would avoid absurd consequences, injustice or great inconvenience as none of these can be presumed to have been within the legislative intent. *Moore* v. *Given,* 39 O. S., 661; *Hill* v. *Micham,* 116 O. S., 549.

A cardinal rule of construction of statutes is stated by the court in the case of *Burt* v. *Rattle,* 31 O. S., 116, as follows:

> "A statute should not receive a construction which makes it conflict with the Constitution, if a different interpretation is practicable."

I believe it is practicable to construe the act here under consideration so as to render it not subversive of any provision of the Constitution.

I am therefor of the opinion, in specific answer to your question, that the terms of the act in question meet any objection that might be made to it on the grounds of its constitutionality.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3045.

APPROVAL, ABSTRACT OF TITLE TO LAND OF WILLIAM V. SMITH IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, March 13, 1931.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your letter submitting for my examination and approval an abstract of title, copy of real estate option, authority of controlling board, encumbrance estimate No. 791, and tax receipts for the year 1929, covering

the proposed purchase of 499.75 acres of land situated in Nile Township, Scioto County, Ohio, from one William V. Smith, said land being known as Ohio State University Lot No. 116.

An examination of the abstract of title submitted, which is certified by the abstractor under date of February 7, 1931, indicates that William V. Smith has a good and marketable fee simple title to said land, and that it is free and clear of all incumbrances with the exception of the taxes for 1930, in the amount of twenty-two dollars and seventy cents. In some of the instruments in the chain of title various inaccuracies in descriptions are noticeable. However, these apparent deficiencies are adequately supplied by other portions of the respective instruments which indicate the intention of the respective grantors in the chain of title to convey the land under consideration.

Encumbrance estimate No. 791 is in proper form and shows that there remains in the proper appropriation account a sufficient balance to pay the purchase price of said land.

I find in the warranty deed signed by William V. Smith and his wife, Nora H. Smith, a few errors in the description, which should be corrected. First, said land is referred to as "Ohio University Lot No. 116," whereas in fact said land is actually Ohio *State* University Lot No. 116. Secondly, the next to the last call as found in the deed reads "Thence with one line thereof south 280 19/100 poles to a stake in the north line *if* said Lot No. 117." Said word "if" is erroneously inserted in place of the word "of".

I am herewith returning to you all of the papers enumerated above as having been received.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3046.

APPROVAL, ABSTRACT OF TITLE TO LAND OF CHARLES CRISP IN GREEN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, March 13, 1931.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—Some time ago you submitted for my approval an abstract of title and other documents relating to the proposed purchase from one Charles Crisp of approximately 310 acres of land in Green Township, Adams County, Ohio, said land being known as Ohio State University Lot No. 44. In Opinion No. 2966, rendered to you under date of February 20, 1931, I pointed out various instances in which the title to this property, as disclosed by said abstract, was defective.

Mr. Crisp came in person to my office on March 11, 1931, and presented additional papers and documents which have the effect to correct the errors noted in the former opinion, and I now find that Mr. Crisp has a good and merchantable fee simple title to said land, free and clear of all encumbrances. Among these papers are:

1. A newly executed warranty deed by Mr. Crisp, conveying said land to the State of Ohio. This deed corrects the errors in the deed originally submitted and is satisfactory.

2. A quit claim deed to Mr. Crisp from Elizabeth Harcha, widow of John