

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

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2770.

APPROVAL—BONDS, LEONARD J. UCKER, WITH THE NATIONAL SURETY CORPORATION, PRINCIPAL, ASSISTANT SECRETARY, DEPARTMENT OF HIGHWAYS, STATE OF OHIO, \$2,500.00.

COLUMBUS, OHIO, July 27, 1938.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval the bond of Leonard J. Ucker, in the amount of two thousand five hundred dollars (\$2,500.00), with the National Surety Corporation as surety, covering Mr. Ucker as Assistant Secretary, Department of Highways, State of Ohio.

Finding said bond in proper legal form, with the authority of the signers of the bond properly attached, I am returning the same herewith to you with my approval endorsed thereon.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2771.

APPROVAL—CORRECTED ABSTRACT OF TITLE AND OTHER INSTRUMENTS, STATE OF OHIO, THROUGH DIRECTOR, DEPARTMENT OF HIGHWAYS, PROPOSED PURCHASE, PARCEL OF LAND OWNED BY OSCAR MILLER IN VILLAGE OF MILLERSBURG, HOLMES COUNTY, OHIO, DESCRIBED AND DESIGNATED, VILLAGE OF MILLERSBURG, HOLMES COUNTY, OHIO, PURCHASE PRICE \$800.00.

COLUMBUS, OHIO, July 28, 1938.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: There have been submitted to me this day for examination and approval a corrected abstract of title and a corrected warranty

deed which, together with contract encumbrance record No. 1637, Controlling Board certificate and other files, I have examined in connection with the proposed purchase of a parcel of land which is owned of record by one Oscar Miller in the Village of Millersburg, Holmes County, Ohio, and which is more particularly described as follows:

Being a part of Out Lot Number 44, in the Incorporated Village of Millersburg, Holmes County, Ohio.

Beginning at an iron post at the northwest corner of the intersection of Walnut Street with Walkup Street in said Village, said iron post being north 87° west $49\frac{1}{2}$ feet from an iron post at the southwest corner of Inlot Number 687 in the Harvey Close Addition of Inlots in said Village; thence north $3^{\circ} 11'$ east on the west line of Walkup Street, 594 feet to an iron post at the southwest corner of the intersection of said Walkup Street with Jones Street in said Village; thence south $71^{\circ} 13'$ West 51.7 feet to an iron post on the south line of said Jones Street; thence south $6^{\circ} 21'$ east 74.5 feet to a post at the southeast corner of Lot Number 1, in Block 17, of Pleasant View Addition; thence south $49^{\circ} 54'$ west 234.5 feet to a post on the south line of said Lot No. 1; thence south $51^{\circ} 44'$ west 176 feet to a post on the south line of said lot No. 1; thence south $49^{\circ} 05'$ west, 177 feet to an iron post on the south line of said lot number 1; thence south $73^{\circ} 47'$ west 56 feet to an iron post at the southwest corner of said lot Number 1, and at the line between said grantor and the C. A. & C. Railroad Company; thence south 20° east 90.6 feet to an iron post on said property line and in the north of Walnut Street; thence south 87° east on the north line of Walnut Street, 482.4 feet to the place of beginning, containing 3.547 acres, be the same more or less.

The above described property being a part of Lot 47, first quarter township, township 9, range 7, Hardy township, Holmes County, Ohio, which is a part of the U. S. Military Survey.

Upon examination of the corrected abstract of title submitted, I find that said Oscar Miller has a good merchantable fee simple title to the above described parcel of land and that he owns and holds the same free and clear of all encumbrances thereon except the undetermined taxes on the property for the year 1938.

Upon examination of the corrected warranty deed tendered by Oscar Miller, as the grantor in this conveyance, I find that this deed has been properly executed and acknowledged by said grantor and by Myra O.

Miller, his wife, who thereby releases all of her right of dower in and to this property.

I further find that the form of this deed is such that the same is legally sufficient to convey the above described parcel of land to the State of Ohio by fee simple title with a covenant of warranty therein contained that this property is free and clear of all encumbrances whatsoever.

On examination of contract encumbrance record No. 1637, which has been submitted as a part of the files relating to the purchase of this property, I find that the same has been properly executed and that there is shown thereby a sufficient balance in the appropriation account to the credit of your department, to pay the purchase price of this property, which purchase price is the sum of \$800.00.

It further appears by appropriate recital in this contract encumbrance record, as well as by a certificate over the signature of the President of the Controlling Board, that said Board has approved the purchase of this property under the authority of the act making the appropriation for the purchase of said property.

I am herewith returning to you said corrected abstract of title, corrected warranty deed, contract encumbrance record No. 1637, Controlling Board certificate and other files which have been submitted to me for my approval.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2772.

CHARTER CITY—LANGUAGE “ANY OTHER PUBLIC OFFICE OR EMPLOYMENT” IN SECTION 4207 G. C. EXTENDS TO ALL PUBLIC OFFICES AND EMPLOYMENT—ACTING COUNCILMAN MAY NOT BE INVESTIGATOR OF DIVISION OF AID FOR THE AGED OF COUNTY.

SYLLABUS:

The language “any other public office or employment” as contained in Section 4207, General Code, and likewise in the charter of a charter city that has similar provisions, is not limited to other office or employ-