

that required for graduation from a first grade high school in this state, the State Dental Board is without authority to impose any further general educational requirements upon such applicants by taking the position that a reputable dental college shall only be such college as requires two years of general college work in an arts course prior to admitting students to its dental college. The Dental Board has jurisdiction, however, to consider any pertinent elements bearing upon the professional college itself, such as the number of years required to complete the course and the instruction given.

You also raise the question as to when a present order of your board changing a rule heretofore in effect as to what length of course a dental college shall require before such college shall be regarded as a "reputable dental college" may be effective. If, for instance, you have been examining graduates from a given dental college having a three-year course in dentistry and you should now determine that only colleges having a four-year course shall be regarded as reputable dental colleges, it is my opinion that such an order should not be effective as to students graduating this year or as to students who have already matriculated and who complete their courses within the three-year term. To endeavor to make such an order immediately effective would result in your board exercising a power which, in its effect, would be retrospective and not prospective. Of course, a constitutional question may be raised as to the validity of such attempted action, but it is unnecessary to here consider the constitutional effect thereof, since in my opinion any such attempted action would at least constitute an abuse of the discretion vested in your board by the legislature.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

---

3344.

APPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN HAMILTON COUNTY, OHIO.

COLUMBUS, OHIO, June 19, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

---

3345.

APPROVAL, BONDS OF VILLAGE OF LYNCHBURG, HIGHLAND COUNTY, OHIO—\$17,475.00.

COLUMBUS, OHIO, June 20, 1931.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

---

3346.

APPROVAL, CORRECTED ABSTRACT OF TITLE TO LAND OF ELMER C. DUNNICK, EDWARD DUNNICK, J. FRANK DUNNICK AND ELSIE D. TAWSE IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, June 22, 1931.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

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

corrected abstract of title, warranty deed, and encumbrance record No. 2077 relating to the proposed purchase of lot No. 21 of R. P. Woodruff's Subdivision of the south half of the south half of lot No. 278 in R. P. Woodruff's Agricultural College Division to the City of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof of Record in Plat Book 3 page 421, Recorder's Office, Franklin County, Ohio.

Upon examination of the corrected abstract of title submitted I find that Mary Dunnick, as the widow of William S. Dunnick, deceased, has a consummated dower interest in said property, and that subject to such dower interest said lot is owned in and by fee simple title by Elmer C. Dunnick, Edward Dunnick, J. Frank Dunnick, and Elsie D. Tawse, as tenants in common of this property. I further find that said above named persons as tenants in common in this property own and hold the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1930, amounting to five dollars and seventeen cents (\$5.17), and excepting the unearned taxes for the year 1931. Said tenants in common further hold said property subject to the inchoate dower interests of their respective spouses.

Upon examination of the warranty deed tendered by the owners of the above described property I find that the same has been properly executed and acknowledged by Mary Dunnick, widow of said William D. Dunnick, deceased, and by said Elmer C. Dunnick and Celia Dunnick, his wife, by J. Frank Dunnick, unmarried, by Edward Dunnick and Mabel Dunnick, his wife, and by Elsie D. Tawse and William Tawse, her husband; and that the terms and provisions of said deed are such that it is effective to convey the property above described to the State of Ohio by fee simple title free and clear of all encumbrances except any taxes and assessments upon the property that may be due and payable in June 1931 and thereafter.

Upon examination of encumbrance record No. 2077, 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 approved and that there is shown thereby a sufficient unencumbered balance in the property appropriation account to pay the purchase price of said property, which is the sum of seven hundred dollars (\$700.00).

It is further noted that said encumbrance record contains a recital that the money necessary to pay the purchase price of this property has been released for said purchase by the board of control.

I am herewith returning with my approval said corrected abstract of title, warranty deed, and encumbrance record No. 2077.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

3347.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND C. L. THOMAS OF NEW PHILADELPHIA, OHIO, FOR ELECTRICAL WORK IN CHAPEL AND EMPLOYEES' QUARTERS, MASSILLON STATE HOSPITAL, MASSILLON, OHIO, AT AN EXPENDITURE OF \$8,165.00. SURETY BOND EXECUTED BY THE STANDARD ACCIDENT INSURANCE COMPANY, DETROIT, MICHIGAN.

COLUMBUS, OHIO, June 22, 1931.

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

DEAR SIR:—You have submitted for my approval a contract between the State