

approval of the Governor and the Attorney General, in the manner provided for by section 13971, General Code, and by section 14203-14, General Code, which last named section is a part of the act providing for the abandonment of the section of the Ohio Canal of which the above described canal lands are a part.

I therefore approve as to legality and form the transcript of your proceedings relating to the sale of this property, and I herewith return the same with my approval endorsed upon said transcript and upon the duplicate copy thereof

Respectfully,

GILBERT BETTMAN,
Attorney General.

4319.

APPROVAL, ABSTRACT OF TITLE, ETC., TO LAND IN THE CITY OF COLUMBUS, OHIO, OF ROY HALE AND LULU HALE.

COLUMBUS, OHIO, May 13, 1932.

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

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed form and encumbrance record No. 1508, relating to the proposed purchase of a certain lot and parcel of land which is owned of record by Roy Hale and Lulu Hale, as tenants in common, in the city of Columbus, Ohio, and which lot is more particularly described as being lot No. 39 of Critchfield and Warden's Subdivision of the south half of the north half of lot No. 278 of R. P. Woodruff's agricultural college addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 4, pages 234 and 235, Recorder's Office, Franklin County, Ohio.

Upon examination of the abstract of title submitted, I find that said Roy Hale and Lulu Hale, husband and wife, have a good and indefeasible fee simple title to the above described property, free and clear of all encumbrances except certain taxes which are a lien upon the lot. It appears that the taxes for the year 1931 are unpaid and, of course, the undetermined taxes for the year 1932 are likewise a lien. The statement in the abstract is somewhat equivocal with respect to the taxes for the year 1930 and it is suggested that a further check with respect to the taxes on this property be made before any warrant is issued for the payment of the purchase price of this property.

Upon examination of the deed form submitted, I am of the opinion that when the same is executed and acknowledged in the manner required by law the same will be effective to convey the above described property to the state of Ohio by full fee simple title.

Encumbrance record No. 1508, which has been submitted as part of the files relating to the purchase of this property, has been properly executed and is legally sufficient to encumber the purchase price of said property, which purchase price is the sum of two hundred dollars.

Inasmuch as the purchase price of this property is to be paid out of interest on the endowment funds of Ohio State University, no action of the board of control is necessary with respect to the purchase of this property.

I am herewith enclosing the abstract of title and encumbrance record above referred to. The warranty deed form above mentioned is in the possession of

your agent who is to procure the execution of the deed by the owners of the property above named.

Respectfully,
GILBERT BETTMAN,
Attorney General.

4320.

SURETY COMPANY—BANK IN LIQUIDATION—DEPOSITORY BOND
FOR TOWNSHIP FUNDS—MAY SET-OFF OUTSTANDING WAR-
RANTS ON SUCH LIABILITY.

SYLLABUS:

Where a surety company is the obligor on a bond delivered by a bank as security for the receipt of the deposit of township funds, as authorized by Section 3322, General Code, which bank subsequently became insolvent, the surety company is without legal authority to deduct from its loss the amount of outstanding warrants.

COLUMBUS, OHIO, May 14, 1932.

HON. MARCUS C. DOWNING, *Prosecuting Attorney, Findlay, Ohio.*

DEAR SIR:—I am in receipt of your request for opinion, as follows:

“On the 25th day of August, 1931, a warrant for the sum of Twelve Hundred Five Dollars and Forty Cents (\$1205.40), drawn on the Vanlue Banking Company, of Vanlue, Ohio, was issued to Harry S. Day, Treasurer of the State of Ohio, for a road bond and interest, by the Township Trustees of Amanda Township, Hancock County, Ohio. This warrant was mailed on the following day to Harry S. Day, Treasurer. The warrant was not presented for payment until the 11th day of September, 1931, and on the 12th day of September, 1931, the Vanlue Bank closed its doors by order of the Superintendent of Banks and Banking of the State of Ohio.

The A. Surety Company was surety on the depository bond for the safe-keeping of the township funds. The surety company will pay the amount of money on deposit at the time the bank closed, except the Twelve Hundred Five Dollars and Forty Cents (\$1205.40). The surety company contends that this warrant was not presented for payment as required by statute.

Please advise who shall bear the loss.

I am enclosing a photostat copy of the warrant.”

The copy of the warrant is as follows:

“CLERK’S OFFICE

Amanda Township, Hancock County, Ohio:	No. 1090
The Vanlue Banking Co., Vanlue, Ohio,	Vanlue, Ohio, Aug. 25, 1931
Depository of said Township	
will pay to the order of	Harry S. Day
Twelve Hundred & five.....40/100	DOLLARS, \$1205.40
for Bond & Int.	
A. J. Cole	out of Debt Fund in the Depository.
O. H. Thomas	
J. H. Alspach	Township Trustees

M. C. Bayless
Township Clerk”