

submitted for my examination and approval a certain reservoir land lease in triplicate which has been executed by the state of Ohio, acting by and through the conservation commissioner of said state.

By this lease there is leased and granted to one H. W. Siferd of Dayton, Ohio, subject to the conditions and restrictions therein provided for, the right to use and occupy for cottage site and docklanding purposes, that portion of the inner slope and water front and all the outer slope of the westerly embankment of Lake St. Marys, (sometimes known as Grand Reservoir), and the state land in the rear thereof, extending back to the state ditch that is included in the north half of Embankment Lot No. 62, lying south of the center line of Section 12, Town 6 South, Range 2 East, as laid out by H. E. Whitlock under the direction of the Superintendent of Public Works in June, 1920; said half lot having a frontage of fifty feet, as measured along the top of the outer slope of said embankment, the state reserving therefrom the right to locate a driveway along the easterly side of the state ditch.

Upon examination of said lease, which is one for a term of fifteen years, and providing for an annual rental of eighteen dollars, payable in semi-annual installments of nine dollars each, I find that said deed has been properly executed, and that the provisions thereof are in conformity with Section 471, General Code, and with other statutory enactments relating to leases of this kind.

Said lease is accordingly approved by me as to legality and form, and my approval is endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2872.

APPROVAL, ABSTRACT OF TITLE TO LAND OF HELEN K. HEGNER IN
THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, January 26, 1931.

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

DEAR SIR:—You recently submitted for my examination and approval, an abstract of title, deed form and encumbrance record No. 2081, relating to the proposed purchase by the state of Ohio of a certain lot and parcel of land in the city of Columbus, Franklin County, Ohio, which parcel of land is owned of record by one Helen K. Hegner, and which is more particularly described as being Lot Number Thirty-three (33) of Critchfield and Warden's Subdivision of the south half of the north half of Lot Number Two Hundred and Seventy-eight (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, Page 234, Recorder's Office, Franklin County, Ohio.

From my examination of the abstract of title submitted, the last continuation of which is certified by the abstractor under date of January 14, 1931, I find that said Helen K. Hegner has a good and indefeasible fee simple title to the above described lot and parcel of land, free and clear of all incumbrances except the taxes on said property for the year 1930, amounting to the sum of four dollars and eighty-two cents, which taxes are unpaid and are a lien upon said property.

With said abstract of title there is submitted to me a deed form of a warranty deed to be executed by said Helen K. Hegner, who is an unmarried person. The form of this deed is such that when the same is properly executed and acknowledged by said Helen K. Hegner the same will be sufficient to convey the above described real property to the state of Ohio by fee simple title, free and clear of all incumbrances except the taxes thereon for the year 1930. Care should be taken to see that said deed is properly executed and acknowledged and delivered to you or to the Auditor of State before the warrant is issued by the Auditor of State to pay the purchase price of said property.

Encumbrance estimate No. 2081, which is submitted to me as part of the files relating to the purchase of this property, has been signed by Harry D. Silver, Director of Finance, under date of December 26, 1930. By some inadvertence Mr. Silver's signature appears at a place on said encumbrance estimate or record not reserved for his signature, but reserved for the approval signature of the head of the department issuing said encumbrance record. It is quite evident to my mind, however, that the signature of Mr. Silver was intended as a certificate that the contract price of the above described property is fully covered by unincumbered balances in the appropriation account from which said cost or purchase price is to be paid, and that the amount of said expenditure has been legally appropriated. Entertaining this view, I am of the opinion that said encumbrance record No. 2081, as well as the abstract of title and deed form, above referred to, should be, and the same hereby is, approved.

I am herewith returning to you said abstract of title, deed form and encumbrance record No. 2081.

Respectfully,
 GILBERT BETTMAN,
Attorney General.

2873.

SCHOOL LANDS—CONVEYED TO BOARD OF EDUCATION BY GENERAL WARRANTY DEED—NO REVERSION IF ABANDONED FOR SCHOOL PURPOSES WHEN VALUABLE CONSIDERATION GIVEN—SPECIFIC DEED DOES NOT CARRY APPROPRIATE WORDS OF FORFEITURE OR RE-ENTRY.

SYLLABUS:

Where lands are conveyed to the board of education of a school district by a general warranty deed, for a valuable consideration recited in such deed, "in trust for school purposes forever," the title to such land does not revert to the grantor or his heirs upon the abandonment of such lands for school purposes, in the absence from said deed of appropriate words of forfeiture or re-entry.

Where, however, such lands are conveyed to the board of education of a school district exclusively for school purposes without a valuable consideration paid therefor and under circumstances amounting to a dedication of the lands for school purposes, such lands will revert to the grantor or his heirs upon their abandonment for school purposes.