

er in said tract of land was subject only to the following lesser estates, interests therein and liens, as follows, to-wit:

“* * * * *

An estate in reversion in fee in Tract ‘B’ of said body or parcel of land in favor of the State of Ohio, and an annual ground rent of one hundred dollars (\$100.00) reserved in the two leases from the State of Ohio to Clark Williams, one dated March 26, 1836, and recorded in Deed Book 56, page 646, and the other dated January 1, 1839 and recorded in Deed Book 70, page 601, which leases were modified as to rental only and the amount of rent fixed at one hundred (\$100.00) dollars per annum by contract between the State of Ohio, and Carlos H. Gould, James Pearce and Henry Pearce, executed in 1854 and which leases contain a privilege of purchase from the State of Ohio, upon the payment of the sum of sixteen hundred sixty-six and 67/100 dollars (\$1666.67) and also subject to all the terms, conditions and covenants in said leases and contract contained in favor of the State of Ohio.”

The default decree of the court above referred to was followed in due course by a final decree of registration, the entry of which was likewise approved by the then Attorney General, through special counsel, by which final decree the title and interest of the plaintiff and of the State of Ohio in this tract of land were determined and registered in terms identical to that employed in the default decree.

In this situation it would seem that inasmuch as the State of Ohio in a cause of this kind where it is properly made a party defendant and appears for any purpose in the proceedings occupies the same position therein as would any other suitor or party defendant (*State vs. Buttles*, 3 O. S. 309, 310), the decree of the court entered in said registration proceedings effectually fixed the rights of the petitioner and the State of Ohio in and to this land, however erroneous the said decree may have been. The court had jurisdiction of the parties and of the subject matter, and this being so its judgment is final in the absence of appropriate proceedings to reverse or vacate the same.

I am of the opinion, therefore, that you are authorized to sell and convey the tract of land here in question to The Atkins and Pearce Manufacturing Company upon payment to the State of the sum of \$1,666.67, the amount found by the court as the sum to be paid for said conveyance. I am, therefore, approving as to legality and form the transcript of your findings and proceedings relative to the sale and conveyance of this property to The Atkins and Pearce Manufacturing Company, as is evidenced by my approval endorsed upon said transcript and upon the duplicate copy thereof.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1593.

APPROVAL, BONDS OF HOWLAND TOWNSHIP RURAL SCHOOL
DISTRICT, TRUMBULL COUNTY—\$60,000.00.

COLUMBUS, OHIO, March 6, 1930.

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