

fact teaching covering the period following the time when the certificate was granted.

3. Under Section 7849, General Code, which provides that a city board of school examiners at its discretion may grant temporary certificates to teachers which shall be valid only until the next regular examination held by the board after the issuance thereof, the said board is without power after such examination to grant another temporary certificate to a person who had been teaching under a former temporary certificate granted by the board, but who had neglected to take or failed to pass the next regular examination held by the board after the issuance of the temporary certificate first above referred to.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2558.

APPROVAL—BONDS OF CITY OF FOSTORIA, SENECA-HANCOCK
COUNTIES, OHIO—\$5100.00.

COLUMBUS, OHIO, April 23, 1934.

Industrial Commission of Ohio, Columbus, Ohio.

2559.

APPROVAL—BONDS OF CITY OF TOLEDO, LUCAS COUNTY, OHIO,
\$50,000.00.

COLUMBUS, OHIO, April 23, 1934.

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

2560.

APPROVAL CONDITIONALLY—CERTIFICATE OF TITLE, WAR-
RANTY DEED, DEPARTMENT COPY OF CONTRACT ENCUM-
BRANCE RECORD NO. 13, AND CONTROLLING BOARD CERTI-
FICATE, RELATING TO A PARCEL OF LAND IN THE CITY OF
PIQUA, MIAMI COUNTY.

COLUMBUS, OHIO, April 23, 1934.

HON. WILLIAM H. REINHART, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certificate of title, warranty deed, triplicate department copy of contract encumbrance

record No. 13, and controlling board certificate, relating to the proposed purchase of a parcel of land situated in the City of Piqua, Miami County, Ohio, which is more particularly described as follows:

"Being the north part of a tract of land deeded to Felix Manier by E. H. and Leonard Cox, March 20, 1920, and recorded in Deed book No. 171, at page 202, Miami County Record of Deeds and being further described as follows:

Being the central part of Out-Lot No. 178, beginning 129.15 feet south of the north line of out-lot No. 178, measured along the east line of a twenty-five (25) feet alley; thence south 46 deg. 45' east, eighty-eight (88) feet with the said east alley line; thence north 43 deg. 15' east, 103.34 feet to the west line of the Western Ohio Railroad Right-of-way; thence north 23 deg. 45' west 54.96 feet with the said Right-of-way; thence south 59 deg. 56' west 130.3 feet to the point of beginning.

Also the right of ingress and egress over a ten foot strip of ground lying directly south of and for the above described tract."

Upon examination of the certificate of title submitted to me, which certificate was certified by the abstractors under date of March 28, 1934, I find that as of said date the Covington Building and Loan Association of Covington, Miami County, Ohio, had a good and indefeasible fee simple title to this property, free and clear of all encumbrances except the taxes for the last half of the year 1932, which were payable in June, 1933, and except the taxes for the year 1933. Since the execution of said certificate of title on the date above mentioned, the taxes for the year 1934 have likewise become a lien upon this property. Subject to the exceptions here noted, the title to this property as excepted by said certificate is hereby approved.

Upon examination of the warranty deed tendered by the Covington Building and Loan Association, I find that the same has been properly executed and acknowledged by the grantor by the hands of its president and secretary, pursuant to the authority of a resolution of the board of directors of said association. The form of said deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by full fee simple title, free and clear of all encumbrances whatsoever excepting taxes and assessments to be due and payable in June, 1934, (and thereafter) which, it is recited the grantee assumes and agrees to pay. In other words, by the terms of this deed, if the same is accepted, the grantor is to pay the taxes for the last half of the year 1932 and for the first half of the year 1933, and the State is to pay or otherwise satisfy and discharge the taxes for the last half of the year 1933 and the taxes for the year 1934.

Although, as above noted, the form of this deed is such that it is sufficient to convey this property to the State by fee simple title the deed is objectionable in two respects. The deed contains the recital that the conveyance of this property is "in consideration of one dollar and other valuable consideration" to it paid by the State of Ohio, Division of Conservation. It has been a uniform rule of this office, as well as of the Auditor of State, not to approve or accept deeds conveying property to the State unless the actual consideration paid for the property is set out in the consideration clause of the deed. It is, therefore, requested that before the voucher covering the purchase price

of this property is delivered to the Auditor of State for warrant this deed be returned to the grantor with instructions to insert in the deed, in place of the recital now found therein, a statement of the actual consideration to be paid for this property, which is the sum of \$1200.00. It is further noted that this conveyance by the deed tendered is to the "State of Ohio, Division of Conservation." It is likewise a rule of this office, as well as of the Auditor of State, to require that in all cases where the State purchases property, the property shall be taken in the name of the State without qualification with respect to the particular department or division of the state government which is to use said property for and on behalf of the State. It is, therefore, requested that the grantor strike from the deed the words "Division of Conservation" in the four separate instances in which these words occur.

Upon examination of the copy submitted of Contract Encumbrance Record No. 13, which has been executed for and with respect to this property, I find that said encumbrance record has been properly executed and that the same shows that there is a sufficient unencumbered balance in the proper appropriation account, set up by transfer of moneys from the fishing license fund, to pay the purchase price of this property, which purchase price, as above noted, is the sum of \$1200.00. This contract encumbrance record contains the recital that the purchase of this property has been approved by the controlling board and, as above indicated, it further appears that the controlling board has transferred the money necessary to pay the purchase of this property from the fishing license fund to the item G-1 lands for the purpose of making this money available for the purchase of the property.

Subject to the exceptions above noted, the certificate of title, warranty deed, encumbrance record, and other files submitted to me relating to the purchase of this property, are hereby approved. In this connection, it is noted that there is nothing in the files submitted to me with respect to the proposed purchase of this property to show that the conservation council has adopted any resolution or taken any other appropriate action for the purchase of this property. This information is not needed by me in order to enable me to pass upon the title to this property on the certificate of title submitted, or to determine whether the deed tendered by the present owner of the property has been properly executed and is in proper form. Inasmuch, however, as under the provisions of section 1435-1, General Code, the conservation council is the proper authority for the purchase of lands in the name of the State of Ohio for the purposes therein provided for, it should appear before any voucher covering the purchase price of this property is prepared by you, and before any warrant for this money is issued by the Auditor of State, that the conservation council has by proper action of said body purchased the property for some one or more of the authorized purposes mentioned in section 1435-1, General Code, above referred to.

I am herewith returning to you said certificate of title, warranty deed, copy of encumbrance record and controlling board certificate.

Respectfully,

JOHN W. BRICKER,
Attorney General.