

Without further quotation from this case, it may be said that while the situation there is not in all respects identical to the present case, inasmuch as those elected in 1922 have not yet taken their office, yet the facts are similar and the principle applies to the present case, and it is believed would strongly influence the court's disposition of a case growing out of these facts.

The administrative officers are justified in disregarding a law on the ground of unconstitutionality only where such course is based on soundest public policy where the propriety of such a course is quite clear and then only in unavoidable cases. In the judgment of this department reason and authority would not justify withholding these commissions.

Respectfully,  
 JOHN G. PRICE,  
*Attorney-General.*

3831.

APPROVAL, BONDS OF WADSWORTH TOWNSHIP RURAL SCHOOL DISTRICT, MEDINA COUNTY, \$90,000, FOR ERECTION OF SCHOOL HOUSE.

COLUMBUS, OHIO, December 26, 1922.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*

3832.

STATUS, ABSTRACT OF TITLE, 60 ACRES OF LAND IN UNION TOWNSHIP, SCIOTO COUNTY, SURVEYS NUMBERS 15830 AND 15836 OF VIRGINIA MILITARY LANDS.

COLUMBUS, OHIO, December 28, 1922.

HON. L. J. TABER, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract certified by Joseph W. Mitchell, Abstracter, June 3, 1922, and inquired as to the status of the title of 60 acres of land in Union Township, Scioto County, in Surveys Numbers 15830 and 15836 of Virginia Military Lands, as disclosed by said abstract. The said premises are more fully described in said abstract and said deed enclosed herewith, to which reference is made for a complete description.

In an examination of this title it has been found that the title is in the name of James S. Thomas. However, it further appears that this title depends princi-

pally if not entirely upon two tax deeds executed by the auditor of Scioto county June 1, 1922. In view of this situation, it is evident that the title is not as good as usually is required. However, in view of the fact that it would necessitate considerable expense to institute a proceeding to quiet title and the amount involved is rather limited, and in view of the fact that the grantor of said premises in his deeds covenants to warrant and defend the title against the claims of all persons whomsoever, and has further submitted a bond of indemnity signed by himself, Harry Ball and A. T. Holcomb, of Portsmouth, Ohio, in which the principal and the sureties agree to indemnify and save harmless the said premises against the claims of all persons, it is believed that in the event you are satisfied that the financial standing of the grantor and the sureties is such as to protect the State, under such circumstances you would be justified in accepting the deed as tendered.

You have further submitted Encumbrance Estimate No. 2424 which contains the certificate of the Finance Department to the effect that there are unencumbered balances legally appropriated in the sum of \$240.00 to cover the purchase price. Under the terms of the deed it will be necessary for the State to assume the taxes for the year 1922.

The abstract, deed, bond of indemnity and encumbrance estimate are being returned herewith.

Respectfully,  
JOHN G. PRICE,  
*Attorney-General.*

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3833.

APPROVAL, BONDS OF VILLAGE OF NEW CONCORD, MUSKINGUM COUNTY, \$25,000, FOR IMPROVEMENT OF WATERWORKS.

COLUMBUS, OHIO, December 28, 1922.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio,*

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3834.

APPROVAL, BONDS OF DANBURY TOWNSHIP RURAL SCHOOL DISTRICT, OTTAWA COUNTY, \$115,000, TO PURCHASE SITE AND ERECT SCHOOL HOUSE.

COLUMBUS, OHIO, December 28, 1922.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*