

said 15th day of July. In either case the first installment shall mature not later than eleven months after said earliest possible date of maturity."

It is obvious that under the provisions of this section the resolution authorizing these bonds having been passed July 10, 1928, the date of earliest maturity may not be earlier than September 1, 1929, nor later than August 1, 1930. These bonds were advertised pursuant to the provisions of Section 2293-28, General Code, which advertisement set forth the maturity dates and the date of the resolution authorizing their issue. This advertisement accordingly showed on its face a non-compliance with the provisions of Section 2293-12, *supra*. Pursuant to such advertisement bonds were awarded to the parties from whom you are purchasing them.

Considering next the issue of \$13,000, Hillview avenue bonds, the same situation as hereinabove commented upon with respect to the alley improvement bonds appears to exist. The bond resolution was passed August 10, 1928, and amended July 24, 1929. The date of first maturity is fixed as September 15, 1931. Under the provisions of Section 2293-12, *supra*, the date of earliest maturity of this issue should be not earlier than September 1, 1930, nor later than August 1, 1931.

The Coronette avenue bonds were similarly authorized on August 10, 1928, and the date of first maturity is fixed as September 15, 1931.

While it is true that these bond resolutions could be amended, changing the maturity dates to comply with the provisions of the section of the law above cited, I am of the opinion that after such amendments, the bonds should be advertised pursuant to the provisions of Section 2293-28. This section provides that the advertisement shall state how long the bonds are to run and accordingly the maturities should be set out. I am of the opinion that the matter of the maturity dates of a bond issue is a material matter. It is required to be advertised as above pointed out. It may be contended that a notice advertising bonds maturing on a certain date is no more authority for the delivery of bonds maturing on a different date than would be an advertisement of \$10,000 bonds, for instance, be authority for the sale and delivery of \$20,000 bonds without advertisement having been published as to this latter amount. In the event the maturities of an issue are changed after advertisement, there should be a re-publication of the notice provided in Section 2293-28, General Code.

In view of the foregoing, I am compelled to advise you not to purchase these bonds.

Respectfully,

GILBERT BETTMAN,

Attorney General.

859.

APPROVAL, ABSTRACT OF TITLE TO LAND OF SARAH E. TULLER IN
THE CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, September 12, 1929.

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

DEAR SIR:—There has been submitted for my examination and approval a corrected abstract of title and a warranty deed relating to the proposed purchase of a certain lot and parcel of land in the city of Columbus, Franklin County, Ohio, which is more particularly described as being Lot No. 13 of Burton's Subdivision of the north half of the south half of Lot No. 278 of R. P. Woodruff's Agricultural College-

Addition to the city of Columbus as said lot is numbered and delineated on the recorded plat thereof, of record in Plat Book 3, page 350, Recorder's Office, Franklin County, Ohio.

The original abstract of title and other files submitted to me relating to the proposed purchase of said lot were considered in Opinion No. 819 of this department, addressed to you under date of September 3, 1929. Since writing the former opinion here referred to there has been submitted to me a corrected abstract of title from which it appears that at the time of the execution of the Last Will and Testament of Sarah E. Tuller, or at the time of her death, she did not own lot No. 6 in said Burton's Subdivision of the north half of the south half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition, but that at said time she did own Lot No. 13 in said Subdivision, which was the only lot owned by her therein.

From the corrected abstract of title submitted to me, I am of the opinion that said Sarah E. Tuller intended to and did devise Lot No. 13 in said subdivision to her grandson Charles L. Tuller, the present record owner of said lot.

I am therefore of the opinion that said Charles L. Tuller has a good and merchantable title in fee simple to said lot No. 13 in said subdivision, which is the premises here under investigation, free and clear of all encumbrances save and except the undetermined taxes for the year 1929.

I have examined the warranty deed tendered to the State of Ohio by said Charles L. Tuller and find that the same has been signed and otherwise properly executed and acknowledged by said Charles L. Tuller and by Helen Y. Tuller, his wife, and that said deed is in form sufficient to convey a fee simple title to the lot here in question to the State of Ohio, free and clear of the dower interest of the said Helen Y. Tuller, and free and clear of all encumbrances whatsoever except the taxes and assessments due and payable on and after December, 1929.

The encumbrance estimate and controlling board certificate were referred to and approved in the former opinion of this department above referred to.

I am herewith returning to you said corrected abstract of title, warranty deed, and former Opinion No. 819 of this department.

Respectfully,
GILBERT BETTMAN,
Attorney General.

860.

APPROVAL, BONDS OF CITY OF CIRCLEVILLE, PICKAWAY COUNTY—
\$13,000.00.

COLUMBUS, OHIO, September 12, 1929.

Industrial Commission of Ohio, Columbus, Ohio.