

section 7610-1, a county board of education shall have power, under certain circumstances, to make an additional tax levy in a local school district. It is not believed this section would in any wise abrogate or modify a teacher's contract.

Respectfully,

C. C. CRABBE,

Attorney General.

1393.

APPROVAL, BONDS OF BRIMFIELD TOWNSHIP RURAL SCHOOL DISTRICT, PORTAGE COUNTY, \$2,765.68, TO FUND CERTAIN INDEBTEDNESS.

COLUMBUS, OHIO, April 22, 1924.

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

1394.

APPROVAL, BONDS OF PALMYRA TOWNSHIP RURAL SCHOOL DISTRICT, PORTAGE COUNTY, \$4,539.86, TO FUND CERTAIN INDEBTEDNESS.

COLUMBUS, OHIO, April 22, 1924.

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

1395.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND JOSEPH H. SKELDON OF TOLEDO, OHIO, FOR CONSTRUCTION AND COMPLETION OF WATER SYSTEM FOR TOLEDO STATE HOSPITAL, AT COST OF \$17,965.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY.

COLUMBUS, OHIO, April 23, 1924.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Public Welfare, and Joseph L. Skeldon, of Toledo, Ohio. This contract covers the construction and completion of water system for the Toledo State Hospital and calls for an expenditure of \$17,965.00.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover

the obligations of the contract. There has further been submitted a contract bond upon which The Southern Surety Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
C. C. CRABBE,
Attorney General.

1396.

ABSTRACT, STATUS OF TITLE, 110.56 ACRES OF LAND LOCATED IN
HUNTINGTON TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, April 23, 1924.

HON. EDMUND SECREST, *State Forester, Ohio Agricultural Experiment Station,
Wooster, Ohio.*

DEAR SIR:—An examination of a deed and abstract of title submitted to this department discloses the following:

The abstract under consideration was prepared by Luther B. Yapple, Attorney-at-Law and Abstaracter, under date of March 7, 1924. The abstract was also later supplemented by two additional affidavits and a further statement of the Abstaracter under date of March 29, 1924, which statement and affidavit have been attached to the original abstract.

The abstract as submitted pertains to the following premises, to wit, 110.56 acres of land located in Huntington Township, Ross County, Ohio, belonging to William D. Bean and Melvina Bean, and being more particularly described in the caption of the abstract, to which this opinion is attached.

Upon examination of said abstract, I am of the opinion that same shows a good and merchantable title to said premises in William D. Bean and Melvina Bean, husband and wife, subject to the following:

Attention is directed to the matter of the possible dower interest of the wife of George Haas. George Haas was apparently married at the time of making the quit claim deed as recorded in Vol. 76, page 265, of the Deed Records of Ross County, Ohio. It is also noted from a statement of the abstaracter that George Haas is now deceased and the exact residence of his widow, if she is still living, is unknown. It is possible that she is still living, and residing somewhere in Nebraska, but from the statement of the abstaracter it appears that she would be a woman of considerably advanced years and it is not believed that her dower claim, if it still exists, would be a matter of any importance. Therefore, while I am pointing this out, I believe under all the circumstances, considering the value of the property conveyed and the extreme age of the widow, if she is still living, that you would be justified in passing this exception.

Attention is also directed to what appears to be a very indefinite and unhappy description of the forty acre tract of land conveyed by William D. Bean and wife