

cal party might also be placed on the ballot as the party candidate of another party. See *Gregg vs. Rogers*, 1 O. N. P., 117. While this decision is not in point, as to the question raised by your inquiry, it apparently holds that the law raises no objection to the fact that the name of a person appears on the ballot more than once. Section 4728, General Code, reads as follows:

“Each county school district shall be under the supervision and control of a county board of education composed of five members, who shall be electors residing in the territory composing the county school district and who may or may not be members of local boards of education. The members of such county board in office when this act goes into effect shall continue in office until their successors are elected and qualified.”

From this section, it is apparent that the legislature intended that the same person might hold the office of member of the county board of education and member of the village board of education. Each of these offices is an elective office, and I do not believe the language of the above section will bear the interpretation that both offices may be held by one person only when such person shall have been appointed to fill an unexpired term in one or both of such offices.

An examination of the Election Code reveals no inhibition against the same person's name appearing for these two offices on the same ballot. Apparently the only restriction is that contained in Section 4785-90, General Code, which restriction is a practical one rather than a legal one, that is, if a candidate procures a sufficient number of signatures to his petition for an office, his name may be placed on the ballot.

I am therefore of the opinion that since the language of Section 4728, General Code, specifically provides that the offices of member of the village board of education and member of the county board of education may be held by the same person, the name of a candidate may appear upon the ballot submitted to the electors at an election for both offices.

Respectfully,

GILBERT BETTMAN,

Attorney General.

4068.

APPROVAL, WARRANTY DEED RELATING TO PURCHASE OF LAND
IN THE VILLAGE OF NAPOLEON, HENRY COUNTY, OHIO.

COLUMBUS, OHIO, February 18, 1932.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a warranty deed, encumbrance record No. 1370, and other files relating to the proposed purchase, for the nominal consideration of one dollar (\$1.00), of a certain parcel of land situated in the Village of Napoleon, Henry County, Ohio, the same being a part of the northeast fractional quarter of section 13 in township 5 north of range 6 east, and being more particularly described as follows:

"Commencing at a point in the center of the Canal Road (so-called) in the Village of Napoleon, Ohio, Six Hundred and Thirty-eight feet South 38° 30' West of the East line of said Section Thirteen aforesaid, and running thence South 38° 30' West along the center of said road a distance of Fifty feet to a point; thence North 51° 30' West a distance of Thirty feet to the Northerly line of said Canal Road (so-called); thence North 30° 18' West a distance of Two Hundred and Seventy-eight and 18/100 feet to a point, marked by a concrete monument; thence North 70° 31' East a distance of Thirty feet to a point; thence South 34° 12' East a distance of Two Hundred and Fifty-four and 86/100 feet to a point, and thence South 51° 30' East a distance of Thirty feet to the place of beginning, containing twenty-seven Hundredths of an acre of land, more or less, together with the privileges and appurtenances thereunto belonging, and together with all such right and privilege, in perpetuity, as said The Napoleon Holding Company may have to the use of the side-track of the Detroit, Toledo and Ironton Railway Company extending from the main track of said Railroad in the Village of Napoleon, Ohio, Northerly and Easterly across the real estate now owned by said The Napoleon Holding Company to its present Easterly terminus, such right to be exercised jointly with but not to the exclusion of said The Napoleon Holding Company, or its successors or assigns, and with the right and privilege to extend said side-track to the Westerly line of the real estate hereinbefore described."

Upon examination of the warranty deed submitted, I find that the same has been properly executed and acknowledged by The Napoleon Holding Company by its president and secretary, acting pursuant to the authority conferred upon them by a resolution of the board of directors of said company.

I further find that the form of said deed is such that it is legally sufficient to convey the above described property to the State of Ohio by fee simple title, and that the title so conveyed is warranted by the above named grantor to be free, clear and unencumbered, and that said grantor will warrant and defend same against all lawful claims whatsoever.

I am advised that the parcel of land above described is contiguous to a larger tract of land recently purchased by the state from The Napoleon Holding Company, the title to which was approved by me in Opinion No. 3668 directed to you under date of October 19, 1931.

I am further advised that you have in the files of your office a certificate from the board of control approving the purchase of the parcel of land above described for the consideration of one dollar (\$1.00) above named.

It further appears that encumbrance record No. 1370, submitted as a part of the files relating to the purchase of this property, has been properly executed, and that the same shows that the purchase price above named is in the proper appropriation account of your department.

Upon the considerations above noted, I am herewith approving said warranty deed and the other files submitted relating to the purchase of this property, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,

Attorney General.