

1963.

APPROVAL, BONDS OF MOSCOW CONSOLIDATED RURAL SCHOOL DISTRICT, CLERMONT COUNTY—\$54,000.00.

COLUMBUS, OHIO, June 11, 1930.

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

1964.

APPROVAL, ABSTRACT OF TITLE TO PREMISES OF EDWARD R. JACOBS IN COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, June 11, 1930.

State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval, an abstract of title, certified by the abstracter under date of June 6, 1930, covering certain premises located in the city of Columbus, Franklin County, Ohio, and being more particularly described as being the south half of inlot No. 115 in the city of Columbus, Ohio, as the same is numbered and delineated upon the recorded plat thereof in Deed Book "F", page 332, Recorder's Office, Franklin County, Ohio.

Upon examination of said abstract of title, I find that Edward H. Jacobs has a good and indefeasible fee simple title to the above described premises, subject only to the inchoate dower interest of his wife, Mary Elizabeth Jacobs and to the following liens and encumbrances:

(1) On August 18, 1928, said Edward H. Jacobs and his wife, Mary Elizabeth Jacobs, executed a mortgage deed to the Guarantee Title & Trust Company to secure the payment of a certain promissory note of even date therewith in the sum of \$16,000.00 payable in installments as follows: \$660.00 due and payable on the first day of June, 1929; \$800.00 due and payable on the first day of June, 1930; \$800.00 due and payable on the first day of June, 1931; \$800.00 due and payable on the first day of June, 1932; and \$12,940.00 due and payable on the 17th day of August, 1933, with interest at 6¼% per annum, payable semi-annually.

On August 22, 1928, said mortgage and the deeds secured thereby were sold, assigned and transferred to the Midland Mutual Life Insurance Company of Columbus, Ohio, which company is now the owner and holder of said note and mortgage. This mortgage is not satisfied of record and the same to the extent of the amount remaining unpaid upon the note secured thereby, together with the interest thereon at the stipulated rate is a lien upon the above described property.

(2) No part of the taxes for the year 1929 have been paid, and the taxes for said year, together with the penalty imposed for the non-payment of the first half of said taxes amounting in all to the sum of \$378.92, are a lien upon said property. The taxes for the year 1930, the amount of which is as yet undetermined, are likewise a lien upon said property.

(3) There is a balance of \$91.42, with interest thereon at 5½% remaining unpaid upon the assessment for the improvement of Front Street. Said assessment to the extent of the balance unpaid thereon is a lien upon this property. Of the balance of

said assessment above stated, the sum of \$45.71 and \$11.35, interest and penalty thereon, are due in June, 1930.

(4) There is an assessment of \$162.74 on the above described property for a street lighting improvement, on which no installments have been paid. This assessment is likewise a lien upon the property. The first half of the first installment of said assessment, amounting to \$16.27, is due in June, 1930.

(5) In addition to the assessment above noted, there is a delinquent street cleaning assessment on this property in the sum of \$2.15 which is due and payable in December, 1930.

Before the purchase of this property is made by you, the warranty deed to be signed and otherwise executed by said Edward H. Jacobs and Mary Elizabeth Jacobs, his wife, conveying this property to the State of Ohio should be submitted to me for approval, together with encumbrance estimate covering the purchase price of this property.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1965.

VILLAGE BOARD OF EDUCATION—TEACHER EMPLOYED BY CONTRACT FOR YEAR 1929-1930—ENTERING INTO NEW CONTRACT FOR THREE YEAR PERIOD BEGINNING AUGUST 1, 1929, ILLEGAL.

SYLLABUS:

A board of education under contract duly made to employ a teacher for the school year 1929-30, may not lawfully on December, 1929, abrogate said contract and enter into a new contract with said teacher for a term of three years beginning August 1, 1929.

COLUMBUS, OHIO, June 11, 1930.

HON. LESLIE S. WARD, *Prosecuting Attorney, Wauseon, Ohio.*

DEAR SIR:—This will acknowledge receipt of your request for my opinion, which reads as follows:

“On April 8, 1929, the Board of Education of the Village of Metamora, Ohio, made a motion to hire Mr. ----- for the year 1929 to 1930 at a salary of \$3,000.00 per year, as superintendent of the Metamora school.

On December 9, 1929, the Board of Education made a motion that the board enter into a new contract with Mr. ----- as superintendent for a period of three years, to commence on the first day of August, 1929, and to expire on the 30th day of July, 1932, at a salary of \$3,000.00 per year.

On the ninth day of December, 1929, at Metamora, the Board of Education entered into a contract of employment with Mr. -----, the superintendent, for a period of three years, to commence on the first day of August, 1929, and to end on the 30th day of July, 1932, in accordance with motion.

It seems that the old Board of Education, before they went out of office in January, 1930, knew that if the old board did not employ the superintendent before their term expired, that he would not be employed. The new board does not wish to employ the present superintendent and they are having a meeting within the next two weeks. I wish you would give me an opinion as