

165.

APPROVAL, BONDS OF EDISON VILLAGE SCHOOL DISTRICT, MORROW COUNTY, \$17,000, TO FUND CERTAIN INDEBTEDNESS.

COLUMBUS, OHIO, March 20, 1923.

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

166.

SCHOOL LAND—LACK OF WORDS OF SUCCESSION IN A DEED TO BOARD OF EDUCATION DOES NOT DEFEAT THE TRANSFER OF FEE SIMPLE ESTATE—SPECIFIC CASE PASSED UPON.

*SYLLABUS:*

*Under the deed considered in this opinion, the grantee, the board of education, may sell and convey the premises therein described. Lack of words of succession in the deed to the board does not defeat the transfer of a fee simple estate. The use of the following words in the habendum clause, to-wit, "unto said board of education so long as they want the same for a school house site to them and their own proper use and behoof", does not constitute a condition subsequent or ingraft a limitation upon the title.*

COLUMBUS, OHIO, March 21, 1923.

HON. LAWRENCE H. WEBBER, *Prosecuting Attorney, Elyria, Ohio.*

DEAR SIR:—Yours of recent date received, with which you enclose a copy of a deed to the Henrietta Township board of education, of your county, and with reference thereto submit the following question:

"Can the Board of Education sell this building or grounds, or both, to other persons who will devote it to other than school purposes, and use the proceeds for school purposes?"

Your question necessitates an analysis and consideration of the pertinent parts of the deed in question.

The granting clause of the deed reads as follows:

"To all persons to whom these presents shall come, Greeting: Know Ye, that I, E. S. Haynes, of Henrietta, O., for the consideration of Eighty Dollars received to my full satisfaction of the Board of Education of said Henrietta by the hand of H. M. Veits do give, grant, bargain, sell and confirm unto said Board the following described tract or lot of land situate in the Township of Henrietta in the County of Lorain and State of Ohio, to-wit:—"