

matters should be on file with the board of education before the resolution is adopted providing for the issue of bonds. This for the reason that the law contemplates that the certificate of the clerk covering these matters shall be for the guidance of the board in its subsequent action providing for the issue of the bonds.

(2) The resolution of the board of education providing for this issue of bonds does not fix the denomination or provide for the maturity of the bonds covering this issue. Within the limitations fixed by law both of these matters are in the discretion of the board of education and are to be evidenced by appropriate action on its part, taking the form of a resolution adopted by the board. In not providing for these matters the resolution is defective.

In this connection, I note that in the written communication of the board of education through its clerk to the Industrial Commission offering these bonds for sale to the Industrial Commission, it is recited that the bonds covering this issue are in the denomination of \$1,000 each and that one of said bonds matures on September 1st of each year from 1923 to 1943 inclusive. Aside from the fact that these maturity dates provide for an issue in the amount of \$21,000 instead of \$20,000 as intended, it must be noted that even if we consider the maturity date of the last bond of said issue to be September 1, 1942, such maturity date would be beyond the authorized maturity date of said last bond as fixed by the certificate of the clerk with respect to the maximum maturity of the bonds covering said issue, as by such certificate the maximum maturity of said bonds is fixed at twenty years, which under the statute must be figured from the date of the bonds, which in this instance as provided by the resolution is June 1, 1922.

(3) The transcript shows that this school district has an existing and outstanding bonded indebtedness in the sum of \$19,000. It does not appear that any board of sinking fund commissioners of said school district has been appointed and qualified, as provided by section 7614 G. C., nor of course does it appear that this proposed issue of bonds was offered to any such board of sinking fund commissioners, as required by sections 7619 and 1465-58 G. C.

In addition to the above, the resolution of the board of education providing for the submission of said bond issue proposition to the electors of the school district is defective in that it did not fix the date of the election.

By reason of the objections noted above, I am of the opinion that this is not a valid issue of bonds and that you should not purchase the same.

Respectfully,

JOHN G. PRICE,
Attorney-General.

3478.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN FRANKLIN TOWNSHIP, ROSS COUNTY, VIRGINIA MILITARY LANDS, .106 ACRES OF LAND.

COLUMBUS, OHIO, August 8, 1922.

HON. CARL E. STEEB, *Secretary Board of Control, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract certified by Harry B. Grace, abstractor, on June 24, 1922, and inquiring as to the status of the title of 106 acres of land situated in Franklin township, Ross county, Ohio, and being a part of survey No. 15356 of the Virginia Military lands. Said premises are fully described at the caption page of said abstract and said deed which are returned herewith.

It is the opinion of this department that said abstract shows the title to said premises to be in the name of Mazeppa M. Coates, free from encumbrances, excepting as hereinafter noted.

The taxes for the year 1922 are a lien.

Your attention is further invited to the fact that the said Mazeppa M. Coates obtained the title to said premises by the will of Louisa Coates as disclosed in the latter part of the abstract. Inasmuch as this estate is in the process of settlement, only the first account having been filed, there is a possibility of there being debts against the estate of the said Louisa Coates which could operate as a lien upon said real estate. The first account does show that the inheritance taxes have been paid and the funeral expenses, and a number of other items, and undoubtedly there are no debts which would affect the title, but it is necessary for you to definitely determine that fact before accepting the conveyance. No doubt this information could be obtained from Charles S. McDougal who is administrator, C. T. A. According to the abstract no examination was made in any of the United States courts.

A deed has also been submitted which it is believed is sufficient to convey the interest of said owner to the State.

You have also submitted encumbrance estimate No. 3332 which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in the sum of \$689.00 to cover the purchase of said premises.

You should determine that there are no matters of record filed since the date of the abstract which would affect the title to the premises.

The deed, abstract and encumbrance estimate are enclosed herewith.

Respectfully,

JOHN G. PRICE,
Attorney-General.

3479.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN FRANKLIN TOWNSHIP, ROSS COUNTY, VIRGINIA MILITARY LANDS, BEING 759 ACRES OF LAND.

COLUMBUS, OHIO, August 8, 1922.

HON. CARL E. STEEB, *Secretary Board of Control, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—An abstract has been submitted purporting to cover the title to 759 acres of land situated in Franklin township, Ross county, Ohio, and being a part of survey No. 15365 of the Virginia Military Lands. Said premises are fully described at the caption page of said abstract and in the deed, which are enclosed herewith.

It is the opinion of this department that said abstract discloses the title to said premises to be in the name of Charles M. Lott, free from encumbrance, excepting the taxes for the year 1922, which are a lien. The abstract shows that no examination has been made in any of the United States courts.

A deed has been submitted which is believed to be sufficient to convey the interest of said owner to the State. However, your attention is directed to the fact that said deed contains the following exception:

“Excepting from this grant all the oil, gas and oil producing shale and reserving the right to enter upon said premises for the purpose of prospecting for and producing oil and gas. Where oil and gas is produced from the shale, the by-products of the process are also hereby excepted.”