

or more, and members of boards of education in rural school districts containing less than sixteen square miles are entitled to receive one dollar compensation for each meeting attended; but no member of any rural board of education shall be paid for more than ten meetings during the year 1919, and only regular meetings of the board of education can be paid for."

Respectfully,
GILBERT BETTMAN,
Attorney General.

3145.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR IN HANCOCK COUNTY—MAX STRINGFELLOW.

COLUMBUS, OHIO, April 11, 1931.

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

DEAR SIR:—You have submitted a bond in the penal sum of \$5,000.00, with surety as indicated, to cover the faithful performance of the duties of the official as hereinafter named:

Max Stringfellow, Resident District Deputy Director in Hancock County—American Surety Company of New York.

Finding said bond to have been properly executed, I have accordingly approved the same as to form, and return it herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3146.

APPROVAL, ABSTRACT OF TITLE TO LAND OF HEIRS OF N. B. MCCOY IN FRANKLIN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, April 13, 1931.

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

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed, encumbrance record No. 817 and certificate of the board of control, relating to the proposed purchase by the state of Ohio of a tract of 273 acres of land owned of record by the widow and heirs of N. B. McCoy, deceased, in Franklin Township, Adams County, Ohio, which tract of land is more particularly described by metes and bounds in the caption to said abstract and in the warranty deed above referred to.

Upon examination of the abstract of title submitted, I find that there are a number of defects in the record title to the several tracts making up the whole quantity of land here under investigation. And on account of the destruction of records which occurred in the Adams County Court House fire in February, 1910, and for other reasons, very few, if any, of said defects in the record title to this property can be corrected.

However, I find from the deeds of conveyance in the chain of title to the sev-

eral tracts making up the whole tract of land here in question, and from a number of affidavits made by elderly persons who have known this property for many years, that the present owners of record of this property and their predecessors in title have owned and held the whole of the property here in question openly and adversely for a period of forty-five years or more without any question being made as to their legal title to this property.

I am of the opinion, therefore, that Agnes McCoy, the widow of said N. B. McCoy, deceased, and Ira E. McCoy, Earl E. McCoy, Floyd E. McCoy, Herbert V. McCoy, Vernon D. McCoy and Vannon E. McCoy, sons and heirs of said N. B. McCoy and likewise beneficiaries under his last will and testament, have a good merchantable fee simple title to the property here under investigation, subject only to the inchoate dower rights and interests of the respective wives of the heirs of N. B. McCoy, above named, and free and clear of all incumbrances except the taxes on said land.

As to said taxes it appears from the abstract that said land was certified delinquent in February, 1930, and that the amount of taxes due June, 1931, including interest on said delinquent taxes and the cost of advertising the same as delinquent, is at the present time eighty-nine dollars and fifty-two cents, which are due and unpaid. These taxes are, of course, a lien upon said property.

In this connection, it may be noted that the undetermined taxes for the year 1931 will become a lien on said property on April 12, 1931, unless, of course, the state of Ohio succeeds to the title of this property before said date. As to this, it may be observed that inasmuch as it appears that the deed conveying this property to the state of Ohio was tendered to the state by the owners of said property, above named, on or about March 3, 1931, a considerable period of time prior to the date when the 1931 taxes become a lien upon this property, and that said deed was not accepted at said time solely for the reason that such acceptance could not be had without my approval of the title to said property, the same should now be considered to all intents and purposes as the property of the state and be transferred to the tax exempt list on the tax list of said county.

This abstract of title is certified by the abstractor under date of March 18, 1931, and obviously my opinion is directed to the state of the title to this property as exhibited by said abstract under said date. Before closing the transaction for the purchase of this property you should be satisfied that no judgments, executions, mortgages or other liens have been imposed upon this property since the date of the certification of said abstract.

Upon examination of the warranty deed tendered by Agnes McCoy, widow, and by the heirs of N. B. McCoy, above named, I find that said deed has been properly executed and acknowledged by said grantors and by the respective wives of such of the grantors as are married, and that the form of said deed is such that it is sufficient to convey the real property here under investigation to the state of Ohio, free and clear of the respective dower interests of the wives of the grantors above named, and free and clear of all incumbrances whatsoever.

Encumbrance record No. 817, which has been submitted to me as a part of the files relating to the purchase of said property, has been properly executed and approved and the same shows that there is a sufficient unincumbered balance in the proper appropriation account to pay the purchase price of said property, which purchase price is the sum of one thousand three hundred and fifty dollars. It likewise appears from a copy of the minutes of a meeting of the board of control that the purchase of said property has been approved by the board of control and that said board has released the money necessary to pay the purchase price of this property.

I am herewith forwarding to you, with my approval, said abstract of title, warranty deed, encumbrance record No. 817 and controlling board certificate.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3147.

APPROVAL, LEASE TO ROOMS IN RENKERT BUILDING, CANTON, OHIO, FOR USE OF DEPARTMENT OF INDUSTRIAL RELATIONS.

COLUMBUS, OHIO, April 13, 1931.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a lease between Minnie M. Renkert, D. J. Renkert and O. W. Renkert, as executors of the estate of Harry S. Renkert, as lessors, and the State of Ohio acting through and by yourself as Superintendent of Public Works, for the Department of Industrial Relations, as lessee, by the terms of which there is leased Rooms 917 and 918 in the Renkert Building, Canton, Ohio, for the use of the Department of Industrial Relations. The term of the lease is from January 1, 1931, to the first day of January, 1933, and the lease calls for a rental of \$100.00 per month, payable in advance on the first day of each month.

You have also submitted an encumbrance estimate from the Director of Finance, to the effect that there is legally appropriated an unencumbered balance sufficient to pay the first six months' rent for the above premises, in the sum of \$600.00.

A certified copy of the last will and testament of Harry S. Renkert has been furnished, under the terms of which Minnie M. Renkert, D. J. Renkert, and O. W. Renkert as executors of the estate of Harry S. Renkert are authorized to lease the premises in question.

Finding said lease and encumbrance estimate in proper legal form, I hereby approve the same.

I am returning the above mentioned lease to you herewith, together with all other papers submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3148.

APPROVAL, LEASE TO OFFICE ROOMS IN YOUNGSTOWN, OHIO, FOR USE OF DEPARTMENT OF INDUSTRIAL RELATIONS.

COLUMBUS, OHIO, April 13, 1931.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a certain lease, as hereinafter set forth, granting to you, as Superintendent of Public Works for the use of the Department of Industrial Relations, certain office rooms in Youngstown, Ohio, as follows:

Lease from the Union Land and Building Company, of Youngstown, Ohio, for rooms 403, 404 and 405 in the Realty Building, Youngstown, Ohio. This lease is for a term of two years, beginning on the first day of January, 1931 and ending on