posing a guardian upon an adult, one who has attained majority, clear and unmistakable legal authority therefor should appear. Aside from the technical consideration that the above quoted provision found in section 1352-3 G. C. does not, strictly speaking, include all possible classes of dependent children who have been committed to the permanent care and custody of the board of state charities, no argument occurs to us to justify the continuation of the guardianship by the board of state charities of female dependents past the age of eighteen years. Furthermore, a reference to other sections of the code, providing for the care and custody of children, suggests that the legislature has been careful to make express reference to the age of twenty-one years whenever it has been intended that the state's care and custody of children should continue that long. See sections 1643 G. C., 2112 G. C., 2113 G. C., 2116 G. C.

Accordingly, you are advised it is the opinion of the Attorney General that,

(1) Dependent girls committed by the juvenile court to the *temporary* care and custody of the board of state charities, remain under the legal control and guardianship of the court until they attain the age of twenty-one years, should such commitment for temporary care endure that length of time.

(2) Dependent girls committed by the juvenile court to the *permanent* care and custody of the board of state charities come under the sole and exclusive guardianship of such board, and such board shall, in the absence of any proceedings meanwhile for the legal adoption of such children, retain their guardianship until they arrive at the age of eighteen years.

Respectfully,
JOHN G. PRICE,
Attorney-General.

1596.

MUTUAL PROTECTIVE ASSOCIATIONS—NOT EMPOWERED TO INSURE PROPERTY GENERALLY—MAY INSURE PROPERTY AUTHORIZED—ARTICLES OF INCORPORATION MUST PROVIDE FOR ENFORCEMENT OF ANY CONTRACT ENTERED INTO WHEREBY MEMBERS AGREE TO BE ASSESSED SPECIFICALLY FOR INCIDENTAL PURPOSES AND FOR PAYMENT OF LOSSES WHICH OCCUR TO MEMBERS.

1. *Mutual protective associations incorporated under authority of sections* 9593 *et seq. G. C. are not empowered to insure property generally, but may only insure the property therein authorized.*

2. *The articles of incorporation of a mutual protective association, or an amendment to the object or purpose clause of such articles, must provide for the enforcement of any contract entered into whereby the members agree to be assessed specifically for incidental purposes and for the payment of losses which occur to members, as required by section* 9594 *G. C.*

COLUMBUS, OHIO, September 28, 1920.

HON. HARVEY C. SMITH, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—The certificate of amendment to the articles of incorporation of The Farmer Mutual Fire Protection Association of Defiance county, which you submitted to this department for approval, is herewith returned to you unapproved, for the reasons hereinafter stated.

The association involved was incorporated and organized under authority of sections 9593 et seq. G. C., which not only specify the kind of property that may be insured and the casualties that may be insured against by such associations, but also expressly provide what shall be set forth in the certificate or articles of association.

These associations are not empowered to insure property generally, but, to use the language of section 9593 G. C.,

> "may *only* insure farm buildings, detached dwellings, school houses, churches, township buildings, grange buildings, farm implements, farm products, live stock, household goods, furniture, pleasure and utility vehicles, motor vehicles; steam, gas, gasoline and oil engines; motor truck, tractors, electric motors, electric appliances, lighting systems and other property not classed as extra hazardous and such property may be located within or without the limits of any municipality;" etc.

By section 9594 G. C. it is provided that the certificate or articles of incorporation shall set forth therein, in addition to the name by which the association is to be known, and the place which shall be regarded as its business office.

> "3. The object of the association, which shall only be one or more of the objects set forth in the preceding section (9593), and to enforce any contract by them entered into whereby the parties thereto agree to be assessed specifically for incidental purposes and for the payment of losses which occur to its members. The kinds of property proposed to be insured and the casualties specified in such preceding section proposed to be insured against, also must be specified in such certificate."

The tendered amendment reads as follows:

> "The objects and purpose of said association shall be (a) to enable its members to insure each other against loss by fire and lightning, cyclones, tornadoes or windstorms, hail storms and explosion from gas, on property in this state, and also assess upon and collect from each other such sums of money from time to time, as are necessary to pay losses which occur by fire and lightning, cyclones, tornadoes, wind storms, hail storms and explosions from gas to any member of such association, and to insure farm buildings, detached dwellings, school houses, churches, township buildings, grange buildings, farm implements, farm products, live stock, household goods, furniture, pleasure and utility vehicles, motor vehicles, steam, gas, gasoline and oil engines, motor trucks, tractors, electric motors, electric appliances, lighting systems and other property not classed as extra hazardous, within or without the limits of any municipality."

Tested under sections 9593 and 9594 G. C., the certificate of amendment above mentioned is subject to two material objections, viz.:

First, the amended object or purpose clause down to the second "association" is drafted in such form as to apparently authorize the association to insure property generally against the casualties therein specified, the only limitation or restriction being that the property be located in this state. This objection can be overcome by (a) inserting a period in place of a comma immediately after the second "association," and (b) introducing the remaining language of the amendment with the words,

> "The kinds of property proposed to be insured shall be farm buildings, detached dwellings," etc.,

continuing with the enumeration or specification of property as set forth in the tendered certificate.

Second, there should also be added to the amendment a provision to enforce any contract entered into whereby the parties thereto agree to be assessed specifically for incidental purposes and for the payment of losses which occur to members, as such provision is expressly required by section 9594 G. C. The provision just mentioned is a material one, and it has heretofore been held by this department that articles of incorporation defective in that respect should not be accepted for filing. See 1908-09 Annual Reports of Attorney General, p. 58; 1910-11 Annual Reports of Attorney General, p. 223. See also in this connection 1919 Opinions of Attorney General, Vol. I. p. 18.

Respectfully,
JOHN G. PRICE,
Attorney-General.

1597.

APPROVAL, ABSTRACT, PREMISES SITUATED IN VILLAGE OF SHREVE, WAYNE COUNTY, OHIO, TO BE USED FOR ARMORY PURPOSES.

COLUMBUS, OHIO, September 29, 1920.

HON. ROY E. LAYTON, *Adjutant General of Ohio, Columbus, Ohio.*

DEAR SIR:—You have recently submitted an abstract, certified by L. D. Cornell, attorney, requesting my opinion as to the status of the title to the following described premises, as disclosed by said abstract, which said premises you advise are being donated to the state by the village of Shreve for armory purposes:

> *Tract No.* 1. Situated in the village of Shreve, county of Wayne, and state of Ohio, and known as the east part of in-lots numbered two hundred and nineteen (219) and two hundred and twenty (220), bounded and described as follows: Beginning at the northeast corner of said lot number two hundred and twenty (220); thence south along the east lines of said lots 220 and 219, to the southeast corner of said lot No. 219; thence west on the south line of said lot 219, eighty-eight (88) feet; thence north and parallel with the east line of said lots, one hundred and twenty (120) feet to the north line of lot 220; thence east on the north line of lot 220 eighty-eight (88) feet to the northeast corner of said lot, the place of beginning.
>
> *Tract No.* 2. Situated in the village of Shreve, county of Wayne, and state of Ohio, and known as the east half of in-lot number two hundred and eighteen (218).

It is believed that said abstract discloses a good title to the premises above described as tract No. 1 to be in the name of Lucy L. Andress, free from incumbrances excepting street assessments aggregating $202.11 upon lot No. 220; also, the abstract discloses that there are taxes and sewer assessments for the year 1920, approximating the amount of $28.17, against tracts Nos. 1 and 2 above described, and it cannot be determined from the abstract what particular amount of said sum, if any, is a lien against said first tract. Of course, if the state is accepting said premises subject to said taxes, the fact that the abstract does not show the amounts due on each tract is immaterial. However, if the grantors contemplate paying the