

Section 4438, General Code, provides for the payment of such expenses when the person quarantined has a legal settlement in a municipality or township within the same county, but other than that in which the quarantine is made, when the person is unable to pay. However, said sections do not provide for the payment of such expenses when the person who is quarantined is a non-resident of the state. Neither do I find any other section under the so-called health laws or the laws which specifically refer to quarantine which expressly provide for the payment of expenses of one who is not a resident of the state. It is clear, however, that any person who is quarantined is required to pay his own expenses if able to do so.

It is believed that it is necessary in connection with this inquiry to take into consideration the provisions of the so-called poor laws. While, of course, the quarantine is made under the provisions of other statutes, nevertheless, the same must be regarded as a relief afforded in the interests of the public.

Section 3476, General Code, among other things provides :

“ * * * Relief to be granted by the county shall be given to those persons who do not have the necessary residence requirements, and to those who are permanently disabled or have become paupers and to such other persons whose peculiar condition is such they can not be satisfactorily cared for except at the county infirmary or under county control. * * * ”

It is believed that relief granted in the nature of quarantine would probably come under the provisions of the poor laws in those instances in which the laws relating to health are not specific with reference to the matter.

In view of the foregoing, it is my opinion that where a non-resident is quarantined in the State of Ohio and is unable to pay the expenses of such service, such expenses should properly be paid by the county as relief furnished to non-residents under the provisions of Section 3476, General Code.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2250.

APPROVAL, ABSTRACT OF TITLE TO LAND OF BEATRICE BIETZEL IN
FRANKLIN TOWNSHIP, ROSS COUNTY, OHIO.

COLUMBUS, OHIO, August 21, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval an abstract of title, warranty deed, encumbrance estimate No. 781, controlling board release and other files, relating to the proposed purchase by the State of Ohio of a certain tract of land in Franklin Township, Ross County, Ohio, which is owned of record by one Beatrice Bietzel and which is more particularly described as follows :

“Being in Survey No. 9477-16065, being E. of the township road and N. of Davis Hollow.

Beginning in the center of the township road by an old log barn, 2 W. oaks from one root, one 4" dia., the other 2" dia. on E. bank of run bears 5

deg. E. 61L; thence down the township road, crossing the run at 2 rd. (center of bridge) to a point in road where a drain goes under road, by corner of garden fence, S. 39 deg. W. 19 rd. 4L; thence on down the road S. 29 $\frac{3}{4}$ deg. W. 37 rd. 1L, to a point in road from which a 4" cherry on E. bank of run bears S. 29 deg. E. 34.5L; thence on down the road S. 39 deg. W. 19 rd. 23.5L to a point in the road from which a double white oak, each 5" dia. bears S. 6 deg. W. 37L, on W. bank of run; thence on down road S. 43 deg. W. 35 rd. 12.5L, to a point in the road, from which 2 hickories from one root, one 3" dia. the other 4" dia. bear S. 17 $\frac{1}{2}$ deg. E. 51L and on E. bank of run, thence on down road but leaving it a little S. 27 deg. W. 21 rd. 14L, cross run at 7 rd. 4L to the center of the bridge over the Davis Run, an elm 6" dia. bears S. 43 $\frac{1}{2}$ deg. W. 59L, it is on E. bank of main run; thence up the Davis hollow following the run quite closely, S. 61 deg. E. 22 rd. 19L to a stake on N. bank of run, from which a 6" white oak bears N. 75 $\frac{1}{2}$ deg. E. 25L; thence S. 77 deg. E. 10 rd. 22.5L to a stake in run, a 5" white oak bears N. 32 deg. W. 9L; thence S. 65 deg. E. 19 rd. 85L to a stake from which a double white oak bears S. 41 $\frac{1}{2}$ deg. E. 29L; thence N. 88 deg. E. 37 rd. 13L to a stake from which a 6" white oak bears N. 64 E. 9.5L; thence N. 66 $\frac{1}{2}$ deg. E. 19 rd. 16L, to a stake from which a 14" black oak bears N. 61 deg. E. 48L; thence N. 71 deg. E. 36 rd. 11L to a stake from which a double white oak, each 6" dia. bears N. 2 $\frac{1}{2}$ deg. W. 16L; thence N. 82 $\frac{1}{2}$ deg. E. 19 rd. 5L to a stake on point between the two runs just after it divides near its head; stake is on back line of property and 18L above a 15" marked hickory, which is on our last line; thence N. 3 deg. E. crossing left hand branch of hollow at 3 rd. 19.5 L, over ridge top at 40 $\frac{1}{2}$ rd. along an old blazed line the entire distance 102 rd. 11.5L to a stone in an old oak stump, said to be stump of chestnut oak corner tree description calls for, from it two hickories from one root bear S. 36 deg. E. 8L; thence N. 87 $\frac{3}{4}$ deg. W. 85 rd. 14.6L, crossing several drains, to the starting point in the road, containing 92.3 acres of land more or less."

Upon examination of the abstract of title submitted, which is certified by the abstracter under date of July 12, 1930, I find that said Beatrice Bietzel has a good and indefeasible fee simple title to the above described property, free and clear of all encumbrances except the undetermined taxes for the year 1930.

An examination of the warranty deed tendered to the state of Ohio by said Beatrice Bietzel shows that the same has been properly executed and acknowledged by her and by her husband, John A. Bietzel, and that said warranty deed is in form sufficient to convey to the State of Ohio a fee simple title to the above described property, free and clear of the dower right and interest of said John A. Bietzel and free and clear of all encumbrances whatsoever.

Upon examination of encumbrance estimate No. 781, I find that the same has been properly executed and approved and that the same shows that there are sufficient balances in the proper appropriation account to pay the purchase price of this property, which is the sum of seven hundred and thirty-six dollars.

It likewise appears from the certificate of the board of control under date of April 21, 1930, that the money necessary for the purchase of the above described property has been released for said purpose by said board of control.

I am herewith returning to you with my approval said abstract of title, warranty deed, encumbrance estimate No. 781, controlling board certificate and other files submitted by you relating to the purchase of this property.

Respectfully,

GILBERT BETTMAN,

Attorney General.