

is given on March 18, 1925, each of said notices being to the effect that the bonds were to be sold on March 26, 1925.

Section 3924 G. C. provides in part as follows.

"Sales of bonds, other than to the trustees of the sinking fund of the city or to the board of commissioners of the sinking fund of the city school district as herein authorized, by any municipal corporation, shall be to the highest and best bidder, after publishing notice thereof for four consecutive weeks in two newspapers printed and of general circulation in the county where such municipal corporation is situated, * * *."

It is therefore observed that the publication of the notice of the sale of these bonds has not been in strict compliance with the section above quoted, and in view of the fact that the said bonds have not been sold in accordance with this statutory provision, I am compelled to disapprove the issue and advise you not to purchase said bonds.

Respectfully,
C. C. CRABBE,
Attorney General.

2448.

DISAPPROVAL, BONDS OF CANAAN TOWNSHIP RURAL SCHOOL DISTRICT, MADISON COUNTY, \$4,500.00.

COLUMBUS, OHIO, May 5, 1925.

Re: Bonds of German Township Rural School District, Madison County, \$4,500.00.

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

GENTLEMEN:—The bonds which have been presented to the treasurer of state for payment in the above issue, have had the maturing coupons falling due on September 1, 1925, detached from said bonds, and for this reason the bonds have been returned to the state treasurer, with the advice not to accept the same, and you are advised of the disapproval by this department.

Respectfully,
C. C. CRABBE,
Attorney General.

2449.

DISAPPROVAL, BONDS OF VERONA VILLAGE SCHOOL DISTRICT, PREBLE COUNTY, \$10,000.00.

COLUMBUS, OHIO, May 5, 1925.

Re: Bonds of Verona Village School District, Preble County, \$10,000.00.

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

GENTLEMEN:—The bonds which have been presented to the treasurer of state for payment in the above issue, have had the maturing coupons falling due on

October 1st detached from said bonds, and for this reason the bonds have been returned to the state treasurer, with the advice not to accept the same, and you are advised of the disapproval by this department.

Respectfully,
C. C. CRABBE,
Attorney General.

2450.

STEP-PARENT IS GENERALLY NOT LIABLE FOR SUPPORT, CARE AND EDUCATION OF A MINOR STEP-CHILD—JUVENILE COURT LAWS CONSTRUED.

SYLLABUS:

A step-parent is generally not liable for the support, care, maintenance and education of a minor stepchild in the same manner as if it is his own child.

The provisions of the juvenile court chapter generally apply to a step-parent in the same manner as to a real parent, providing said application is consistent with the intent of said chapter.

COLUMBUS, OHIO, May 6, 1925.

HON. JOHN E. HARPER, *Director of Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Acknowledgement is hereby made of your recent communication, which reads as follows:

“Section 1646 of the General Code defines the word ‘parent’ as ‘one or both parents or step parents when consistent with the intent of this chapter.’

“Section 1655 of the General Code provides for the care, support, maintenance or education of a minor under the age of 18 years.

“We should like to raise the following questions:

“1. Is a step-parent liable for the support, care, maintenance and education of a minor step-child in the same manner as if it is his own child?

“2. Do all the provisions of the juvenile court chapter apply to a step-parent in the same manner as to a real parent?”

In answer to your first question you are advised that this department in an opinion rendered March 1, 1916, and found in opinions of attorney general, page 365 of volume I of said year, held that a step-father is not liable for the support of the children of his wife by a former marriage, and used the language following:

“There is only one decision in the state of Ohio on this subject, and that is the case of trustees of Bloomfield vs. trustees of Chagrin, 5 Ohio R., page 315. In that case it was held by the court that,

“The second husband has no legal control over his wife’s children by former marriage. He has no right to their services, and is not bound to support them, consequently they can derive no settlement from him.’

“* * * The doctrine announced in the case of trustees of Bloomfield vs. trustees of Chagrin is the law of the state, it never having been altered, modified or reversed, and it is my opinion, therefore, that unless