

Second, a child who is an inmate of a county, semi-public or district children's home, and who before admission or commitment to such home had been a resident of some other school district than that in which the home is located, is entitled to any and all of the privileges afforded by the public schools of the school district in which the home is located, including the right to have furnished the necessary and proper school books, if the parent or guardian of the child is unable to furnish the same, and the cost of furnishing such educational advantages to such child should be charged against the district of the child's last residence prior to admission or commitment to the home, as provided by Section 7678 of the General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1010.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE W. HARDI-
MAN, CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 9, 1929.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title and deed form, and encumbrance estimate No. 5640, relating to the proposed purchase of Lot No. 8 of Critchfield and Warden's Subdivision of the south half of the north half of Lot Number 278 of R. P. Woodruff's Agricultural College Addition to the city of Columbus, Ohio, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, pp. 234, 235, Recorder's Office, Franklin County, Ohio.

An examination of the abstract of title of said lot shows that George W. Hardiman, the owner of record of said lot, has a good merchantable title to the same, subject to the following exceptions:

1. On December 14, 1926, John G. Tate and Amanda Tate, then the owners of said lot, executed and delivered to one B. F. Hughes, a mortgage on said lot for the purpose of securing the payment of the mortgagor's note of even date therewith, in the sum of \$600.00. This mortgage was on the same day assigned and transferred by the mortgagee to one Jesse Spira, who is apparently now the owner and holder of said note and mortgage. This mortgage is not satisfied of record and to the extent of the amount remaining unpaid thereon is a lien on the property here under investigation.
2. On June 11, 1927, said John G. Tate, being then the sole owner of said lot, executed and delivered to The Columbian Building and Loan Company a mortgage on the premises here under investigation, to secure the payment of his note of even date therewith, in the sum of \$750.00. This mortgage has not been satisfied of record and the same is likewise a lien on this property to the extent of the amount remaining unpaid upon said mortgage and the note secured thereby.
3. On June 18, 1928, said John G. Tate, then the owner of said lot, executed and delivered to one J. Spira, a mortgage on said lot for the sum of \$424.00, to secure the payment of his promissory note of even date therewith in said amount. This mortgage is not satisfied of record and the same is likewise a lien upon said lot to the extent of the amount unpaid upon said mortgage, and upon the note secured thereby.
4. On December 7, 1928, said George W. Hardiman executed and delivered

to said John G. Tate a mortgage in and for the sum of \$450.00 on this lot and on lot 6 of said subdivision to secure his promissory note of even date therewith, in the amount above stated. On January 3, 1929, this mortgage was assigned by the mortgagee to one Jesse Spira, who is now apparently the owner and holder of the same. This mortgage is not satisfied of record and the same is likewise a lien upon said lot to the extent of the amount remaining unpaid thereon and on the note secured by said mortgage.

5. The taxes for the year 1928, amounting to \$24.63, together with the penalty thereon, are unpaid and a lien upon said lot. Likewise the undetermined taxes for the year 1929 are a lien on said property.

As above noted, there has been submitted to me a deed form of a deed to be executed by said George W. Hardiman, conveying the lot here under investigation to the State of Ohio. This deed form, which has not yet been executed as a deed by said George W. Hardiman, covers not only the lot here under investigation but lots 6 and 9 of Critchfield and Warden's said subdivision, as well, and the form of said deed is such that when the same is signed and otherwise properly executed by said George W. Hardiman, it will be effective to convey to the State of Ohio a fee simple title to the lot here under investigation, as well as lots 6 and 9 of said subdivision. Care should be taken, of course, to see that before the purchase price of these lots is paid said deed is signed and otherwise properly executed.

From encumbrance estimate No. 5640, it appears there are sufficient balances in a proper appropriation account to pay the purchase price of said lot No. 8, as well as of lots Nos. 6 and 9 of said subdivision, and in this connection I may add that there has been presented to me a copy of a resolution adopted by the Controlling Board, under date of August 5, 1929, releasing from the appropriation made for the purchase of these and other lots and properties desired by the State of Ohio, for the use of the Ohio State University, the sum of \$25,000.00.

In addition to the mortgages and other liens noted as exceptions to the title of George W. Hardiman to the lot here under investigation, you are advised that if said premises are in the possession of any person or persons other than said George W. Hardiman, the purchaser of this property will be charged with knowledge of any rights that such person or persons in possession of said premises may have in and to said premises, whatever said rights may be.

I am herewith returning said abstract of title, warranty deed form and encumbrance estimate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1011.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE W. HARDIMAN IN CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 9, 1929.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, a warranty deed form and encumbrance estimate No. 5640, relating to Lot No. 6 of Critchfield and Warden's Subdivision of the south half of the north half of Lot No. 278 of R. P. Woodruff's Agriculture College addition to the city of Co-