

2758.

APPROVAL—ABSTRACT OF TITLE AND SUPPLEMENT THERETO,
WARRANTY DEED, ENCUMBRANCE RECORD NO. 1430 AND A CER-
TIFICATE OF THE CONTROLLING BOARD RELATING TO THE
PROPOSED PURCHASE OF A PARCEL OF LAND IN THE CITY OF
RAVENNA, PORTAGE COUNTY, OHIO.

COLUMBUS, OHIO, May 28, 1934.

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

DEAR SIR:—There have been submitted for my examination and approval an abstract of title and a supplement thereto, a warranty deed, a copy of encumbrance record No. 1430 and a certificate of the controlling board relating to the proposed purchase of a parcel of land in the City of Ravenna, Portage County, Ohio, which parcel of land is more particularly described in the supplemental abstract and in said warranty deed as follows:

“Known as being a part of Township Lot No. Twelve (12) of the South Division of Lots of Ravenna Township, bounded by beginning at a stake or rod planted in the Northerly line of the Nypano Railroad Company's (Erie) right of way, at a point North 65 deg. 0' West, 419.16 feet from the westerly line of Oakwood Street and being the northwest corner of a three-acre tract owned by the State of Ohio; thence continuing northerly along said right of way of Nypano Railroad Company (operated by Erie Railroad) North 65 deg. 0' West, 5.09 chains (335.94 feet) to a stone; thence North 46 deg. 0' East, 657 feet to an iron pin; thence South 43 deg. 54' East, 4.75 chains (313.5 feet) to an iron pin; thence South 46 deg. 03' West, 534.29 feet to the place of beginning, containing 4.28 acres of land more or less.”

The original abstract above referred to was certified by the abstracter under date of December 30, 1925, and was submitted to this office for examination in connection with the purchase on or about that time of a three-acre parcel of land which was and is a part of said Township Lot No. 12 of the South Division of Lots of Ravenna Township, above referred to, and which is contiguous to the parcel of land here under investigation. Subject to certain minor exceptions with respect to taxes which were then a lien upon the property, the title of one W. J. Beckley, as trustee of and for the Ravenna Chamber of Commerce, was approved by this office as to this three-acre parcel of land, which approval is indicated in and by an opinion of this office to the then Director of the Department of Highways under date of January 11, 1926. Opinions of the Attorney General for 1926, page 10.

Upon examination of said abstract of title and the supplement thereto, which is certified by the abstracter under date of April 24, 1934, I find that W. J. Beckley, as trustee of the Ravenna Chamber of Commerce, has a good and merchantable title to the 4.28 acres of land above described, subject only to the taxes on this property for the last half of the year 1933, amounting to \$5.73, which are a lien upon the property, and subject to the undetermined taxes for the year 1934, which are likewise a lien upon the property.

In this connection, it is to be noted that the abstracter makes the statement in this supplemental abstract that he has made no examination for special assessments. Obviously, some investigation with respect to the existence of special assessments, if any, should be made before the transaction for the purchase of this property is closed. As to this, it is noted that the abstracter in an addendum to the original abstract under date of January 15, 1926, certified that as of that date there were no assessments of any kind against the three-acre parcel of land then under investigation. Inasmuch as the parcel of land here under investigation apparently does not abut on any city streets, it is probable that there are no assessments upon the property. However, as above stated, an investigation as to this matter should be made before the deed to this property is accepted and a voucher is issued covering the purchase price of the same.

Upon examination of the warranty deed which has been tendered to the state, I find that the same has been properly executed and acknowledged by W. J. Beckley, trustee, and also (although this was not, perhaps, necessary) by Lora G. Beckley, the wife of said trustee, who expressly releases all her right and expectancy of dower in said premises.

As above noted, W. J. Beckley owns and holds the legal title to this property as the trustee of the Ravenna Chamber of Commerce. In this situation, W. J. Beckley, as such trustee, under the provisions of Section 8510-2, General Code, as well as independently thereof, is authorized to sell and convey the fee simple title to this property. In this connection, it is to be noted moreover that W. J. Beckley, as trustee of the Ravenna Chamber of Commerce, in the ownership of this property, was authorized and directed by said Chamber of Commerce to sell and convey the property to the State of Ohio by resolutions adopted by that body under dates of December 16, 1933, and February 16, 1934, respectively.

It may be further added that upon examination of the terms and provisions of this deed, I find that the form of the same is such that it is legally sufficient to convey the above described parcel of land to the State of Ohio by full fee simple title, free and clear of all encumbrances whatsoever. In a consideration of the provisions of this deed, it is perhaps pertinent to note that the grantor therein reserves to himself, presumably as such trustee, the right to use and enjoy joint'y with the State of Ohio certain common driveways described in the "Portage County records, Vol. 325, page 3, August 28, 1929", so far as said grantor has the means of ingress and egress to and from such driveways. I do not know to what extent, if any, the use by said grantor of the driveways above referred to will interfere with the use that your Department desires to make of such driveways, or of the premises conveyed to the state by said deed. This is a matter to be determined by you; and the provision in the deed above referred to, with respect to the common use of such driveways, has been inserted in the deed, I assume, pursuant to some agreement by and between your Department and Mr. Beckley.

There has been submitted to me as a part of the files relating to the purchase of this property, the Highway Department's copy of contract encumbrance record No. 1430. Upon examination of this instrument, I find that the same has been properly executed and that there is shown thereby a sufficient unencumbered balance in the appropriation account to pay the purchase price of this property, which is the sum of \$400.00.

It likewise appears from a recital in said contract encumbrance record, as well as from a certificate over the signature of the president of the controlling board, that the purchase of this property was approved by the controlling board at a meeting held by it under date of March 29, 1934.

Subject only to the exceptions above noted, the title of W. J. Beckley, trustee, in and to the property here under investigation is approved, and the abstracts evidencing such title, as well as the warranty deed, contract encumbrance record No. 1430 and controlling board certificate, all of which are likewise approved are herewith returned.

Respectfully,

JOHN W. BRICKER,

Attorney General.

2759.

CHILD—JUVENILE COURT JUDGE MAY COMMIT DEPENDENT CHILD
TO CHILDREN'S HOME IN ANOTHER COUNTY WHEN.

SYLLABUS:

1. *By virtue of Section 1653, General Code, even though a county child welfare board has been established in a particular county, the judge of the juvenile court of such county, if there is no county children's home in the county, may commit dependent children to a county children's home in another county if such home is willing to receive the children.*

2. *If such commitments are made to a county children's home in another county, the county commissioners of the county from which they are committed are required to pay for their care if such dependent children have a legal settlement in the county from which they are committed.*

COLUMBUS, OHIO, May 29, 1934.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—I am in receipt of your communication which reads as follows:

"You are respectfully requested to furnish this department your written opinion upon the following:

Section 1653 of the General Code relates to the authority of the judges of juvenile courts to commit children to different institutions. Section 3092 of the General Code provides that the county commissioners may appoint a Child Welfare Board, which board is given the same powers as the board of trustees of a county children's home.

QUESTION 1: In the event that a Child Welfare Board has been established, may the juvenile judge legally continue to commit dependent children to a county children's home in another county?

QUESTION 2: If such commitments are made to county children's homes in another county, may the county commissioners of the county from which they are committed be required to pay for their care?"

Section 1653, General Code, referred to in your inquiry, provides inter alia:

"When a minor under the age of eighteen years, or any ward of the court under this chapter, is found to be dependent or neglected, the judge may make an order committing such child to the care of the chil-