

1238.

STATUS — ABSTRACT OF TITLE, DEED, ETC., LAND TO
STATE BY MANDA EVANS, SECTION 27, TOWNSHIP 3,
RANGE 18, LAWRENCE COUNTY.

COLUMBUS, OHIO, September 27, 1939.

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

DEAR SIR: I have examined abstract of title of premises located in Section 27, Township 3, Range 18, Lawrence County, Ohio, encumbrance estimate No. 76 and deed from Manda Evans to the State of Ohio.

The abstract shows that in 1863 in a court proceedings Mary Ann Hempstead purchased a three-eighths interest in the easterly half of the section. A three-sixteenths interest was purchased by Thomas W. Means; a one-eighth interest by George Slimmer; a two-sixteenths interest by John Means; a two-sixteenths interest by William Means; a one-sixteenth interest by John Kyle. The certificate shows no conveyance from these persons. However, in Item 4 of the abstract, the State of Ohio deeded the same premises to Means, Kyle & Co., from which corporation the title passes in unbroken chain to the grant of the enclosed deed. The abstract would indicate that Thomas Means, John Means and John Kyle were officers of the corporation known as Means, Kyle & Co. It is probable that there is an outstanding deed which was never recorded. If this deed can be obtained it should be placed of record so that the title to the easterly half of the section will be clear.

In 1885 the title to the west half of the section was conveyed to The Campbell Iron Company. In 1900 Henry S. Neal, purporting to act under a trust deed, conveyed the property to the Vernon Furnace Company. The abstract does not show the trust deed recited in Henry S. Neal's deed, nor does it show any conveyance from The Campbell Iron Company to any person. In 1915 The Vernon Iron Company conveyed Parcel 1 to F. E. Evans, and by separate deed conveyed Parcel 2 to F. E. Evans. If the deed from Henry S. Neal conveyed the interest which was formerly owned by The Campbell Iron Company, then the title would be in the Vernon Furnace Company. I am therefore unable to approve the title which would be acquired by you through a deed from Manda Evans who is the owner of the interest which F. E. Evans acquired by virtue of the two deeds above mentioned. These defects can probably be cured by obtaining a deed from The Campbell Iron Company and the Vernon Furnace Company.

I am returning herewith certificate of title prepared by J. Earl Pratt, deed from Manda Evans to the State of Ohio, real estate option signed by

Manda Evans, encumbrance estimate No. 76, including a copy thereof, and three photostat copies of deeds.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1239.

BOARD OF EDUCATION—OTHER PUBLIC AGENCY—STATUTES IN FORCE AT TIME CONTRACT MADE—ENTER INTO AND BECOME PART OF CONTRACT—TRANSPORTATION—PUPILS—DUTY OF BOARD TO ADOPT AND ENFORCE TIME SCHEDULE WITHIN TEN DAYS AFTER SCHOOL TERM BEGINS—PERSONS WHO CONTRACT REQUIRED TO OBSERVE SUCH SCHEDULE.

SYLLABUS:

1. *Statutes in force at the time a contract is made by a board of education or other public agency, enter into and become a part of the contract. Its obligation is to be measured, and performance is to be regulated by the terms and rules which the statute prescribes.*

2. *When transportation for school pupils is provided by a board of education, it is the duty of the board to adopt and put in force within ten days after the beginning of a school term, a time schedule regulating the operation of the conveyance used in the transportation of those pupils. This time schedule should show approximately the time the conveyance will reach each place where pupils are picked up for conveyance to school and the places where they leave the conveyance when being returned from school.*

3. *Persons contracting with a board of education for the transportation of school pupils are required to observe time schedules adopted by the board of education for the transportation route covered by their contracts, even though the contracts themselves do not expressly make any provision with respect thereto.*

COLUMBUS, OHIO, September 28, 1939.

HON. H. LLOYD JONES, *Prosecuting Attorney, Delaware County, Delaware, Ohio.*

DEAR SIR: This is to acknowledge receipt of your request for my opinion, which reads as follows:

“The board of education of B. school district has contracted with bus drivers to furnish transportation of pupils within the district. Each contract with each driver specifies the route that