

there can be no question as to the liability of the county treasurer in a case where the collector is appointed by the treasurer. In the cases where the collector was appointed by the county commissioners, the same situation would exist provided the treasurer ratified such employment by furnishing the collector the information and means for effecting such collection. I assume that such ratification existed here, as the collector would probably not have made any collections without the cooperation of the county treasurer, at least to the extent of being supplied with necessary lists, etc.

Specifically answering your various questions, I am of the opinion that :

1. An employment of a collector to collect delinquent taxes without complying with the provisions of Section 5696, General Code, relative to the public reading of the list of persons delinquent, is illegal and void, whether such collector was employed by the county commissioners or by the county treasurer, but fees that have already been paid to a collector under color of such employment may not be recovered by the county in the absence of a showing of fraud or collusion.

2. In the event fees have been earned by a collector under such employment but not paid, an action does not lie against the county to compel their payment.

3. When such collector has been employed by the county treasurer, and has not paid taxes collected into the county treasury, both the collector and the county treasurer are responsible and liable therefor.

4. When such collector has been employed by the county commissioners, and has not paid taxes collected into the county treasury, the county treasurer, as well as the collector, is responsible therefor, providing the treasurer has ratified such employment.

Respectfully,

GILBERT BETTMAN,

Attorney General.

758.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF PHILIP N. MOORE
AND FRANCES L. BISHOP IN THE VILLAGE OF OXFORD, BUTLER
COUNTY, OHIO.

COLUMBUS, OHIO, August 17, 1929.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University, Oxford, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval an abstract of title and warranty deed, relating to three certain inlots or tracts of land known and designated on the plat of the village of Oxford, Butler County, Ohio, as Inlots Nos. 285, 286 and 287, and subject to the payment of an annual ground rent of \$6.00 each due and payable to the treasurer of Miami University, to-wit: On Inlots 285 and 286 on January 4th, every year, and on Inlot 287 on May 20th every year.

Upon examination of the abstract of title submitted, I find that Philip N. Moore and Frances L. Bishop have a good and indefeasible fee simple title to the above described property free and clear of all claims and encumbrances except the "dower" interest of Eva Perry Moore, wife of Philip N. Moore, the undetermined taxes on said property for the year 1929 and a balance of \$124.82 on assessment levied

against such property for paving High Street in said village. Said taxes and assessment balance are liens on said premises.

The title of said Philip N. Moore and Frances L. Bishop to the above described property is subject further to such rights as the president and trustees of Miami University may have under a lease executed by Philip N. Moore, Denning R. Bishop and Frances L. Bishop to the president and trustees of Miami University under date of June 6, 1903. This lease which was one for a stated term of ten years contained a provision that the period of said lease should be extended upon the same terms and conditions until one year after written notice from either of the parties to said lease to the other of a desire to terminate it. There is nothing in the abstract to indicate that said lease has been terminated by either party.

An examination of the warranty deed tendered by said Philip N. Moore and Frances L. Bishop (unmarried) shows that said deed has been signed and otherwise properly acknowledged and executed by the above named grantors and by Eva Perry Moore, wife of said Philip N. Moore and that said deed is in form sufficient to convey a fee simple title to the above described inlots and parcels of land free and clear of the "dower" rights of said Eva Perry Moore, and free and clear of all claims and encumbrances except those of Miami University. Inasmuch as the grantors in said deed warrant the title against the lien of the taxes and assessments above mentioned, such adjustment of the same should be made before the transaction with respect to the purchase of this property is closed.

An examination of Encumbrance Estimate No. 6001, shows that the same has been properly executed and there is an appropriation available for paying the full amount of the purchase price of said property.

I am also advised by the certificate of the Controlling Board that the full amount of said appropriation was released for the purpose of purchasing said property.

I am herewith sending to you said abstract of title, warranty deed, encumbrance estimate and Controlling Board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

759.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—GEORGE D. BAYNE. DISAPPROVAL, BONDS OF H. L. HUBBELL AND CHARLES L. SAWYER.

COLUMBUS, OHIO, August 17, 1929.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my consideration, three bonds, each in the sum of five thousand dollars, and conditioned for the faithful performance of the duties of the principal, as Resident District Deputy Director, as follows:

NAME	SURETY	DISTRICT
George D. Bayne	National Surety Company	Fairfield County
H. L. Hubbell	Detroit Fidelity and Surety Company	Portage County
Charles L. Sawyer	Federal Surety Company	Lucas County