

that proper arrangements have been made or will be made to take care of the taxes and assessments which are a lien upon this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3697.

APPROVAL, BONDS OF SUMMIT COUNTY, OHIO—\$31,000.00.

COLUMBUS, OHIO, December 28, 1934.

Industrial Commission of Ohio, Columbus, Ohio.

3698.

APPROVAL, BONDS OF SHAKER HEIGHTS CITY SCHOOL DISTRICT,
CUYAHOGA COUNTY, OHIO—\$137,355.70.

COLUMBUS, OHIO, December 28, 1934.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3699.

APPROVAL CONDITIONALLY—CERTIFICATE OF TITLE, WARRANTY DEED FORM, CONTRACT ENCUMBRANCE RECORD No. 14 AND CONTROLLING BOARD CERTIFICATE RELATING TO THE PROPOSED PURCHASE OF THREE TRACTS OF LAND BY THE MUSKINGUM CONSERVANCY DISTRICT.

COLUMBUS, OHIO, December 28, 1934.

The Board of Directors of the Muskingum Watershed Conservancy District, New Philadelphia, Ohio.

GENTLEMEN:—You have submitted for my examination and approval a certificate of title, warranty deed form, contract encumbrance record No. 16 and Controlling Board certificate relating to the proposed purchase by the Muskingum Watershed Conservancy District of three tracts or parcels of land which are owned of record by one Carrie B. Culler in Mifflin Township, Ashland County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

First Parcel. Being a part of the northeast quarter of section number thirty-five (35) of township number twenty-three (23) of range number seventeen (17), beginning at the southeast corner of said quarter at a stone; thence north three-fourths ($\frac{3}{4}$) degree west with the east boundary of said quarter forty (40) chains and eighteen (18) links to the northeast corner of said quarter; thence north eighty-nine and one-half ($89\frac{1}{2}$) degrees west with the north boundary of said quarter fourteen (14) chains and twenty-two (22) links to the center of Black Fork of Mohican Creek; thence down the center of said creek with the bends thereof south forty-five (45) degrees east five (5) chains, south twenty-one and one-half ($21\frac{1}{2}$) degrees east three (3) chains and seventy-two (72) links, south twenty-five (25) degrees west three (3) chains and twenty-five (25) links south thirty-seven and one-half ($37\frac{1}{2}$) degrees west six (6) chains, south sixty-three and one-half ($63\frac{1}{2}$) degrees west four (4) chains and forty-seven (47) links, south thirty-one (31) degrees west two (2) chains and fifty (50) links, south six (6) degrees west three (3) chains and forty-one (41) links, south three and one-fourth ($3\frac{1}{4}$) degrees west four (4) chains and eighty-eight (88) links, south four (4) degrees east five (5) chains and twenty-three (23) links, south fourteen and one-fourth ($14\frac{1}{4}$) degrees west four (4) chains and seventy-eight (78) links; thence south nine and one-half ($9\frac{1}{2}$) degrees east three (3) chains and twenty-five (25) links to the south boundary of said quarter; thence with the south boundary south eighty-nine and one-half ($89\frac{1}{2}$) degrees east twenty-one (21) chains and twenty-one (21) links to the place of beginning: Containing sixty-eight and forty one-hundredths (68.40) acres of land. Excepting therefrom the following described premises: Known as and being part of said section thirty-five (35), in said township and range: Commencing on the north line of said section in the center of the Black Fork; thence east to the center of the road leading from Mifflin to Perrysville; thence south in the center of said road thirty (30) rods; thence west to the center of the Black Fork; thence northwesterly in the center of the Black Fork to the place of beginning: Containing two (2) acres of land more or less.

Second Parcel. Part of the west one-half ($\frac{1}{2}$) of the northwest quarter of section thirty-six (36), township twenty-three (23), range seventeen (17), beginning at the northwest corner of said quarter, thence east with the north boundary of said quarter five (5) chains to a post; thence south three-fourths ($\frac{3}{4}$) degree east and parallel with the west boundary of said quarter twenty (20) chains to a post; thence west five (5) chains to a post on the west boundary of said quarter; thence with the west boundary north three-fourths ($\frac{3}{4}$) degree west twenty (20) chains to the place of beginning: Containing ten (10) acres more or less.

Third Parcel. Part of the west half of the northwest quarter of said section thirty-six (36), range seventeen (17), township twenty-three (23), beginning at a post at the northeast corner of said west half witnessed by a red oak fourteen (14) inches in diameter south twenty-eight (28) degrees west thirty-six (36) links and a hickory fourteen (14) inches north one (1) degree west fifty-two and one-

half (52½) links; thence south two (2) degrees east four (4) chains and fifty-five (55) links to a post witnessed by a white oak forty-eight (48) inches in diameter south eighty-eight (88) degrees west seventy-two (72) links; thence south eighty-nine (89) degrees west fifteen (15) chains and one (1) link to a post; thence north two (2) degrees west four (4) chains and fifty (50) links to a post on the north boundary of said quarter; thence along the north boundary of said quarter north eighty-nine (89) degrees east fifteen (15) chains and one (1) link to the place of beginning: Containing six and seventy-nine one-hundredths (6.79) acres more or less.

The certificate of title above referred to is over the signature of one Nettie Nulton, an attorney at law on the legal staff of the Conservancy District, and the same is supplemented by a report on the title to this property as the same appears in an abstract of title which was likewise submitted to me in connection with my investigation of the title in and by which Carrie B. Culler owns and holds this property. From the examination thus made by me, I find that Carrie B. Culler has a good merchantable fee simple title to the above described property, subject to the lien of the undetermined taxes on the property for the year 1934 and subject further to the following oil and gas lease and easements executed on and with respect to this property by predecessors in title of Carrie B. Culler, to wit:

Nancy J. Bittinger and
Carrie Culler
to
Ashfield Development Co.

Dated November 9, 1923
Vol. 23, p. 260.

Term, one year or so long as oil or gas is found in paying quantities. Rent/royalty, all the oil, \$200 a year per well for gas conducted off premises, \$50 a year for shallow wells less than 1500 ft. Delay rental, \$1 per year until well completed or premises abandoned; one well within six months.

The lease is not witnessed, unless it be by Charles C. Beelman and James A. Strock, who seem to have been the lessors d.b.a. Ashfield Development Co. (See information from the District's local counsel, attached, under date of December 10, 1934). Nor does the abstract show a notarial seal attached to the lessors' acknowledgment.

PIPE LINE RIGHTS

G. W. Bittinger, et al
to
Ohio Fuel Supply Co.

Dated April 29, 1911.
Vol. 9, p. 499.

Right to lay, maintain, etc., lines along public road adjoining said premises.

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C. W. Bittinger
to
Logan Natural Gas & Fuel Co.

Dated July 12, 1911.
Vol. 9, p. 530.

Right to lay, maintain, etc., lines along public road adjoining said prentises.

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Nancy J. Bittinger
and Carrie B. Culler
to
Logan Gas Co.

Dated Nov. 8, 1923
Vol. 22, p. 122.

Right to lay, maintain, etc., line through and over grantor's land, Mifflin Township, Ashland County, Ohio, with right of ingress and egress.

It appears that Carrie B. Culler obtained title to a one-fifteenth interest in and to the above described property by inheritance from one Nancy J. Bittinger, whose estate is still under administration. This suggests the possibility that this particular aliquot interest which Carrie B. Culler owns and holds in this property might be subjected to the claims of the creditors, if any, of Nancy J. Bittinger. Further information on this point shows that Nancy J. Bittinger's estate is solvent and by reason of this fact and by reason of the further fact that nearly five years have elapsed since letters of administration were granted on the estate of Nancy J. Bittinger, I am of the opinion that the Conservancy District may safely take title to this property by a warranty deed from Carrie B. Culler. See section 10509-159, General Code.

With the other files relating to the purchase of this property, you have submitted a deed form of a warranty deed to be executed by Carrie B. Culler and by Roy Culler, her husband, for the purpose of conveying this property to the Muskingum Watershed Conservancy District, which is a body corporate and a political subdivision of the state of Ohio. Upon examination of the deed form submitted, I find that the form of this deed is such that the same, when it is properly executed and acknowledged by said Carrie B. Culler and Roy Culler, will be effective to convey the property here in question to the Muskingum Watershed Conservancy District by full fee simple title, free and clear of the inchoate dower interest of Roy Culler, with a warranty that the property is free and clear of all encumbrances whatsoever.

As a part of the files relating to the purchase of the above described property, you have submitted to me contract encumbrance record No. 16. This instrument, which is executed upon the regular form used by state officers and departments in encumbering funds for the purpose of meeting contractual obligations of the State for the use of such officers or departments, is authenticated by the signatures of T. J. Haley and G. W. Ullom, acting pursuant to the authority of a resolution of the Board of Directors of the Muskingum Watershed Conservancy District. Although this resolution of the Board of Directors of said Conservancy District does not, of course, give to the persons above named the status of state officers or agents, or give them any authority to contract on behalf of the state of Ohio, their signatures on this contract encumbrance record do have the effect of authenticating the fact that the Muskingum Watershed Conservancy District has contracted for the purchase of the particular property therein described and afford a sufficient predicate to the certificate of the Director of Finance that there is a sufficient unencumbered balance to the credit of the Muskingum Watershed Con-

servancy District under the appropriation made to said Conservancy District in and by House Bill No. 61 enacted by the 90th General Assembly under date of April 7, 1934; all of which is contemplated by and is in accordance with the agreement entered into by and between the Controlling Board and the Board of Directors of said Conservancy District with respect to the expenditure of the moneys appropriated by said act for the uses and purposes of the Conservancy District.

In this view and for the purpose above stated, this contract encumbrance record has been properly executed and the same shows that there is a sufficient unencumbered balance in the appropriation account covered by the moneys released by the Board of Control to pay the purchase price of the real property here in question, which purchase price is the sum of \$9500. In this connection, it is noted that under date of December 5, 1934, the Controlling Board released from this appropriation account an additional sum of \$100,000, which is an amount sufficient to cover the purchase price of the real property here in question and of all other tracts of land which have been submitted to this office for consideration.

Subject to the exceptions above noted, the title to the above described property of Carrie B. Culler is approved and the certificate of title, warranty deed, contract encumbrance record No. 16 and other files relating to this purchase are herewith enclosed for further appropriate action on your part and upon the part of the Auditor of State.

Respectfully,
JOHN W. BRICKER,
Attorney General.

3700.

CHILDREN'S HOME—COUNTY COMMISSIONERS UNAUTHORIZED
TO PAY BOARD OF NEGLECTED AND DEPENDENT CHILDREN
TO PRIVATE AGENCY WHERE CHILDREN'S HOME IN COUNTY

SYLLABUS:

In a county in which there is a County Children's Home, the county commissioners have no authority to pay to the Children's Bureau, which is a private agency, the board of neglected and dependent children, who have been adjudged by the Juvenile Court as county dependents.

COLUMBUS, OHIO, December 29, 1934.

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

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

“The Division of Charities has, for a number of years, carried out a procedure in connection with the care of dependent children in Lucas County, which is entirely legal, but which puts the state in the position of being nothing more than a collection agency. It is our opinion that if possible some other procedure should be followed and it is also the wish of the Lucas County officials that an opinion be asked for on the subject.