

724.

BONDS—LIBERTY TOWNSHIP RURAL SCHOOL DISTRICT,
UNION COUNTY, \$9,000.00.

COLUMBUS, OHIO, June 8, 1939.

Retirement Board, State Public School Employes Retirement System, Columbus, Ohio.

GENTLEMEN:

RE: Bonds of Liberty Township Rural School District,
Union County, Ohio, \$9,000 (Limited).

I have examined the transcript of proceedings relative to the above bonds purchased by you. These bonds comprise all of an issue of school improvement bonds in the aggregate amount of \$9,000, dated November 15, 1938, and bearing interest at the rate of 4% per annum.

From this examination, in the light of the law under authority of which the above bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute valid and legal obligations of said rural school district.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

725.

CONTRACT AND DEED—STATUS—STATE WITH HARRIS-
MURRAY, NORTH RANDALL, LANDS, LOT NO. 7, 4
ACRES, BEDFORD TOWNSHIP, CUYAHOGA COUNTY.

COLUMBUS, OHIO, June 9, 1939.

HON. ROBERT S. BEIGHTLER, *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a number of instruments and data pertaining to the purchase of real estate from Harris-Murray, North Randall, Cuyahoga County, Ohio. Said lands are situated in the Township of Bedford, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 7, consisting of 4 acres more or less, more particularly described in the deed which you enclosed and the certificate of title accompanying the same.

From the data submitted it appears that in October, 1938 the then

Director of Highways requested the Board of Control's approval of the purchase of said premises for the sum of \$14,000.00. On November 14, 1938 the Division Engineer recommended to the then Director of Highways that said premises be purchased. On November 21, 1938, I. R. Ault, the then Director of Highways, requested the Board of Control's approval, which approval was granted on December 5, 1938. On December 14, 1938 the Department of Highways, through Earl Murray in charge of real estate purchases, requested Harris-Murray to furnish a warranty deed, abstract of title, etc. On December 27, 1938 the then Director of Highways signed a contract encumbrance record, which said record was also approved by Carl G. Wahl, Director of Public Works, John P. Schooley, State Architect, M. Ray Allison, Director of Finance and John H. Ferguson, Director of Budget.

A warranty deed conveying said premises was executed by the grantors on December 15, 1938, apparently pursuant to the notification of the Highway Department.

Following the execution of said deed, the Land Title Guarantee and Trust Company of Cleveland, on March 6, 1938, submitted a certificate of title showing the title in the grantors, who executed the deed subject to certain tax liens, mortgage liens, etc., which are more fully set forth in said certificate.

The question presented for consideration here is whether or not a binding contract was entered into, prior to the expiration of the appropriation for the biennium ending December 31, 1938.

It may be mentioned herein that the premises under consideration have been leased to the State of Ohio for highway purposes for a long period of time and that the State has erected valuable improvements thereon, which would revert to the owners of the land in the event the property is abandoned by the State.

From the information submitted, it would seem that every formal step looking to the purchase of said property, was taken by the then officials having power and authority to negotiate such purchase prior to the lapsing of the appropriation bill.

In specific answer to your inquiry, it is my opinion that in view of the information submitted, the Director of Highways in co-operation with other State officials, entered into a valid and binding contract, obligating the State to pay the sum of \$14,000.00 to Harris-Murray Company, which said transaction encumbered the funds available in the general appropriation bill for such purposes, as enacted by the 92nd General Assembly, and that the Auditor of State should draw his warrant for said payment subject, of course, to the liens that are now existing upon said property and as are more specifically set forth in the certificate of title submitted herewith. Said certificate of title discloses that there is now a mortgage given to the Guardian Trust Company for the sum of \$15,-

000.00, under date of April 7, 1925, which is unreleased of record, and a lien upon the property.

Also said certificate of title discloses that a judgment was rendered in the sum of \$2078.36 with costs, which was levied on other lands and assigned to the Union Properties, Inc. and which probably is a lien on the premises.

It also appears that an action was instituted on November 21, 1934 in case No. 417646, being a foreclosure procedure on other lands. However, it further appears that in connection with this proceeding, a levy was made on the premises under consideration and the judgment should be disposed of in some manner before the title is clear.

It further appears that there is still a balance of \$399.05 of unpaid taxes for the year 1937 which are a lien upon the premises; also general taxes for the year 1938, which sum is not set forth in said certificate, are a lien upon the premises.

It may further be noted that the taxes for the year 1939 are now a lien upon said premises, but under the terms of the deeds submitted in connection with this transaction, the grantors warrant the title, "except taxes and assessments for 1938 and thereafter." Before any warrant is delivered to the purchasers, steps should be taken to see that all liens upon the premises are properly disposed of.

The deed, certificate of title, encumbrance estimate and other data submitted are being returned herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

726.

MINORS—JUVENILE COURT HAS EXCLUSIVE JURISDICTION OF ALL PERSONS UNDER EIGHTEEN YEARS OF AGE CHARGED WITH CRIME OF ARSON OR OTHER BURNINGS—SECTIONS 12433-12436, G. C.—WITHIN DISCRETION OF SUCH COURT TO REFER CASES TO COURT COMMON PLEAS FOR DISPOSITION—ADULTS.

SYLLABUS:

Under the authority of the Juvenile Court Code, a juvenile court has exclusive jurisdiction of all persons under the age of eighteen years who are charged with a violation of the crime of arson or other burnings as contained in sections 12433 to 12436, inclusive, General Code.

COLUMBUS, OHIO, June 9, 1939.

HON. RAY R. GILL, *State Fire Marshal, Columbus, Ohio.*

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