

3898.

APPROVAL, BONDS OF ALLEN COUNTY, \$15,896.46.

COLUMBUS, OHIO, December 15, 1926.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

3899.

APPROVAL, BONDS OF VILLAGE OF UPPER SANDUSKY, WYANDOT COUNTY, \$10,093.55.

COLUMBUS, OHIO, December 17, 1926.

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

3900.

APPROVAL, BONDS OF VILLAGE OF WILLOUGHBY, LAKE COUNTY, \$2,210.23.

COLUMBUS, OHIO, December 20, 1926.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

3901.

ABSTRACT, STATUS OF TITLE, TO 109.80 ACRES IN VILLAGE OF APPLE CREEK, WAYNE COUNTY, TO BE USED AS PART OF SITE OF ADDITIONAL INSTITUTION FOR FEEBLE MINDED IN NORTHERN OHIO.

COLUMBUS, OHIO, December 20, 1926.

Abstract of Sarah Jane Reinhardt Tract.

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

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted for my examination and approval discloses the following:

The abstract as submitted was prepared by the Wayne County Abstract Company of Wooster, Ohio, and is certified under date of December 9, 1926, and pertains to 109.80 acres of land in the southeast quarter of section 20, township 16, range 12, East Union township which includes Out-Lot No. 8, in the village of Apple Creek, and also to In-Lot No. 131 in said village of Apple-Creek all in Wayne county, Ohio, which premises are more particularly described by metes and bounds in the caption to said abstract submitted herewith, and which land is to be used as a part of the site for an additional institution for the feeble minded in Northern Ohio.

The marital status of the grantor, John Geiselman, named on page 47 is not given. However, the preceding deed shows that these conveyances were executed for the purpose of conveying title to Elizabeth Franks and it is, therefore, questionable whether said John Geiselman ever had any real interest in said property. Furthermore, this conveyance was executed nearly fifty years ago, so that I am of the opinion that the matter of dower may be disregarded.

The note on page 62 shows a deed to be missing from the records for 17.86 acres. This, however, was nearly one hundred years ago and the mortgage shown on page 63 shows that such a deed must have been given, or at least that Theophilus Philips recognized that John Stenger had title so that I am of the opinion that this likewise may be disregarded.

On page 93 is an uncancelled mortgage given by Elizabeth Cotterman, et al. to Kesiah Ross April 1, 1874, for \$100.00. This mortgage also covered the 9.20 acre Jameson tract. The affidavit of Mrs. Jennie D. Jameson submitted with her abstract shows that the mortgagors are dead. Furthermore, the mortgage is barred by the statute of limitations and I am likewise of the opinion that it may be disregarded.

The deed shown on page 104 erroneously describes the premises conveyed as being in the northeast part of the southwest quarter instead of the southeast quarter. The rest of the description, however, shows the premises intended to be conveyed so that I do not consider this error of any consequence.

On page 105 is an uncancelled oil and gas lease given by Mary E. Fouts, et al. to The Inter-State Oil Company, April 20, 1904, and which conveys .80 of an acre of caption premises. The affidavit of Sarah Jane Reinhardt is submitted herewith showing that no rentals have been paid on said lease during the occupancy of said premises by her or her husband, John F. Reinhardt, so that the terms of said lease have been violated, thus rendering the same null and void.

I concur in the opinion of the abstracter that the uncancelled mortgage shown on page 122 erroneously refers to the quarter section in which caption premises are located, and as the mortgagors never had title to caption premises, am of the opinion that the same may be disregarded.

There is submitted herewith the oil and gas lease now held by The Oil Fuel Supply Company as set forth on page 119 of the abstract, on which is an assignment to the State of Ohio, which lease the state in its contract of purchase agreed to assume.

Dr. John F. Reinhardt having died seized of caption premises November 3, 1926, the administration of his estate is not complete and said premises are, therefore, subject to any debts or claims against said estate. However, I am herewith enclosing the affidavit of Sarah Jane Reinhardt, the administratrix, setting forth the condition of said estate and agreeing to protect the state against any unpaid claims or demands. I am also herewith enclosing contract of indemnity signed by Sarah Jane Reinhardt and her three children being all the heirs of said John F. Reinhardt, wherein they agree to protect the State of Ohio against all claims or demands against the estate of said John F. Reinhardt, deceased, to the full amount of the purchase price of said premises, to wit, \$17,125.00.

Taxes for the year 1926, shown on page 129 of the abstract amounting to \$158.36 are unpaid and a lien. However, the vendor in her contract of sale has agreed to pay these taxes. Payment should of course be made a condition of the delivery of the voucher.

A warranty deed from Sarah Jane Reinhardt, a widow to the State of Ohio, is submitted herewith and is in my opinion sufficient to convey the title to said premises to the state.

It also appears from a copy of minutes herewith enclosed that said purchase has been approved by the Controlling Board. A regularly certified encumbrance estimate should accompany this abstract.

The abstract, warranty deed and other data submitted are herewith returned.

Respectfully,
C. C. CRABBE,
Attorney General.

3902.

THE BOARD OF EDUCATION OF A RURAL OR VILLAGE SCHOOL DISTRICT IS WITHOUT AUTHORITY TO PAY ITEMS OF TRAVELING EXPENSE INCURRED BY THE CLERK OF SAID BOARD.

SYLLABUS:

The board of education of a rural or village school district is without authority to pay items of traveling expense incurred by the clerk of said board.

COLUMBUS, OHIO, December 21, 1926

MR. A. B. PECKINPAUGH, *Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.*

GENTLEMEN:—This will acknowledge yours of recent date, in which you submit the following inquiry:

“You are respectfully requested to furnish this department with your written opinion upon the following questions:

Question 1: May the clerk of a rural or village board of education be legally allowed his expenses in traveling upon business of the board of education?

We frequently find allowances of expenses to clerks of rural districts for trips to the county seat for one reason or another said to be on business of the board. It has been our practice to hold these expenses as illegal and make findings for recovery.

Question 2: Would such expenses be legal if at the time of the appointment of the clerk and the fixing of his salary, the board of education passed a resolution fixing the salary at a certain amount and expense.”

Your question involves an analysis of Section 4781, which reads as follows:

“The board of education of each school district shall fix the compensation of its clerk and treasurer, which shall be paid from the contingent fund of the district. If they are paid annually, the order for the payment of their salaries shall not be drawn until they present to the board of education a certificate from the county auditor stating that all reports required by law have been filed in his office. If the clerk and treasurer are paid semi-annually, quarterly, or monthly, the last payment on their salaries previous to August thirty-first, must not be made until all reports required by law have been filed with the county auditor and his certificate presented to the board of education as required herein.”