

Ohio, acting by the Department of Public Works for the Ohio Soldiers' and Sailors' Orphans' Home, Xenia, Ohio, and The A. L. Rhoads Construction Company, of Washington Court House, Ohio. This contract covers the construction and completion of general contract, not including plumbing, heating and electrical work on a Vocational Training School Building at the Ohio Soldiers' and Sailors' Orphans' Home, Xenia, Ohio, according to Item No. 1; Item No. 2 Alternate No. 1; Item No. 3 Alternate No. 2; Item No. 5 Alternate No. 4; Item No. 6 Alternate No. 5; Item No. 9 Alternate No. 8; Item No. 10 Alternate No. 9; Item No. 11 Alternate No. 10; Item No. 14 Alternate No. 13; as set forth in the Form of Proposal dated May 2, 1930. Said contract calls for an expenditure of sixty-two thousand eight hundred and ninety dollars (\$62,890.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition, you have submitted a contract bond, upon which the Commercial Casualty Insurance Company of Newark, New Jersey, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

2142.

APPROVAL, ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE ESTIMATE RELATING TO PROPOSED PURCHASE BY STATE OF OHIO OF LAND OF WINIFRED McCURLEY, BEN F. SPENCER AND MARTIN CORFMAN IN BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO.

COLUMBUS, OHIO, July 23, 1930.

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

DEAR SIR:—You have submitted for my examination and approval a corrected abstract of title, warranty deed form, encumbrance estimate No. 1011 and controlling board certificate of release relating to the proposed purchase by the State of Ohio of a certain tract of land in Bazetta Township, Trumbull County, Ohio, which is owned of record by Winifred McCurley, Ben F. Spencer and Martin Corfman, and which is more particularly described as follows:

Being a part of original Lot No. 33 of said township, "Description of the Point of Beginning". Commencing at a point at the north east corner of said

original Lot No. 33; thence due south 742.9 feet to a point; thence S. 87 deg. 09' W. a distance of 305.39 feet to the "point of Beginning", thence S. 87 deg. 09' W. a distance of 377.21 feet to the east line of the right of way of the Erie Railroad; thence No. 13 deg. 12' E. a distance of 315.06 feet along the easterly right of way of said Erie Railroad to a point; thence due east a distance of 302.6 feet to a point; thence due south of a distance of 285.5 feet to the point of beginning and containing within said bounds according to the survey of F. R. Cavanaugh 2.18 acres of land.

The title to the above described tract of land was the subject of Opinion No. 1838, directed to you under date of May 9, 1930. Upon examination of the corrected abstract of title submitted I find that the objections to the title of said Winifred McCurley, Ben F. Spencer and Martin Corfman to this property, noted in said former opinion, have been obviated by certain quit claim deeds obtained by said persons as suggested and requested in said opinion.

Likewise the further objection noted in said opinion, with respect to the cancellation of a certain mortgage executed by F. R. Burrows and other tenants in common of a 10.24 acres tract of land, which included the tract of land here under investigation, has been met by the abstracter by setting out in said abstract a copy of the journal entry in the case of *Dunbar vs. Burrows*, Case No. 18810 on the docket of the Common Pleas Court of Trumbull County, providing for the cancellation of said mortgage.

I am accordingly of the opinion on consideration of the corrected abstract of title presented to me, that said above named persons, Winifred McCurley, Ben F. Spencer and Martin Corfman, have a good merchantable title to the above described property, free and clear of all incumbrances except taxes on this property which were due and payable in June, 1930, amounting to \$152.95 which, from the abstract, appear to be unpaid and a lien upon this property. The undetermined taxes for the year 1930 are likewise a lien upon said property.

With said corrected abstract of title there is submitted to me a warranty deed form of a deed to be signed and otherwise executed by said Winifred McCurley, Ben F. Spencer and Martin Corfman, and their respective spouses, conveying this property to the State of Ohio. I am of the opinion that said deed form when fully executed and acknowledged by said persons and their spouses will be sufficient to convey to the State of Ohio a fee simple title to the above described property, free and clear of the respective inchoate dower interests of the spouses of said above named persons, and free and clear of all incumbrances whatsoever. As above noted, this deed has not as yet been executed by said persons who are the owners of record of this property and care should be taken to see that this is done before the transaction relating to the purchase of this property is closed by your department.

Upon inspection of encumbrance estimate No. 1011, which has been submitted to me with said corrected abstract of title, I find the same to be properly executed and approved and that there is a sufficient balance in the appropriation to pay the purchase price of said property which is the sum of \$6,000.00.

It likewise appears from the certificate of the controlling board that the money necessary for the purchase of this property has been released for the purpose by said controlling board.

I am herewith returning to you said corrected abstract of title, warranty deed form, encumbrance estimate No. 1011, controlling board certificate and other files submitted to me, relating to this matter.

Respectfully,  
 GILBERT BETTMAN,  
*Attorney General.*

2143.

MUNICIPALITY—RIGHT TO PAY FOREIGN ORGANIZATION FOR FURNISHING QUESTIONS FOR CIVIL SERVICE EXAMINATIONS.

**SYLLABUS:**

*A municipality may lawfully pay a fixed amount per year to the Bureau of Public Personnel Administration for questions furnished in connection with the examination of applicants under the civil service law.*

COLUMBUS, OHIO, July 23, 1930.

*Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.*

GENTLEMEN:—Your recent communication requesting my opinion reads:

“May a municipality legally pay a fixed amount per year to the Bureau of Public Personnel Administration, Chicago, Ill., for assistance in preparing questions for Civil Service Examinations? The Bureau agrees to furnish questions in connection with examinations of any and all descriptions upon request.

Opinions Nos. 109, Feb. 21st, 1929, and 1453, January 27th, 1930, may be pertinent.”

In my Opinion No. 1453, issued to you under date of January 27th, 1930, and to which you refer, an extensive discussion was made relative to the power of municipalities to provide for a subscription to the Bureau of Public Personnel Administration and also a fee for membership in the Civil Service Assembly of the United States and Canada, and other similar projects. In that opinion, the case of *State ex rel. vs. Semple*, 112 O. S. 559, was cited, as well as my opinion No. 109, issued under date of February 21st, 1929, which held that a city could not legally expend its funds for the services and periodicals of an association known as the “Conference of Ohio Municipalities” in the absence of a specific charter provision authorizing the same.

In my opinion No. 1453, hereinabove referred to, it was concluded that funds could not be expended for the purposes hereinbefore mentioned for the reason that such an expenditure of public money would aid an organization operated with a view to gain, which would be in violation of Section 6, Article VIII of the Constitution of Ohio.

In the present instance, however, the situation is somewhat different. While your communication does not give in detail the character of the service which is to be furnished, it apparently covers primarily the furnishing of questions in connection with examinations of various descriptions. The municipality has the undoubted right to provide for the payment of all legitimate expenses of the civil service commission. The question is therefore solely whether an expenditure for this type of service constitutes a legitimate expense.