

dicate that the employe or deputy you have in mind performs services other than catching and impounding dogs, it would seem unnecessary to further consider this phase of the situation at this time.

In specific answer to your inquiry it is the opinion of this department, in view of the state of facts which you present, that there is no provision of law whereby the employe you mention can receive compensation other than that provided for in section 5652-13.

While I am reluctant to reach this conclusion in view of the hardship it will work under the state of facts you present, it is the well established principle in this state that moneys cannot be expended from the public treasury except in pursuance of law, and in view of this fact it would seem that no other conclusion can be reached.

Respectfully,
JOHN G. PRICE,
Attorney-General.

1782.

APPROVAL, BONDS OF ALLEN COUNTY, OHIO, IN AMOUNT OF
\$36,600 FOR IMPROVEMENT OF CHILDREN'S HOME.

COLUMBUS, OHIO, January 13, 1921.

The Industrial Commission of Ohio, Columbus, Ohio.

1783.

APPROVAL, BONDS OF BELMONT COUNTY, OHIO, IN AMOUNT OF
\$32,700 FOR ROAD IMPROVEMENTS.

COLUMBUS, OHIO, January 13, 1921.

The Industrial Commission of Ohio, Columbus, Ohio.

1784.

APPROVAL, DEED OF CLARISSA COOK MOORE AND MARY A. BAKER,
LAND IN MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO, TO
COMMEMORATE THE "BATTLE OF FALLEN TIMBERS."

COLUMBUS, OHIO, January 14, 1921.

The Ohio State Archaeological and Historical Society, Columbus, Ohio.

GENTLEMEN:—You have recently requested that I officially pass upon two deeds you have submitted, one of which was executed by Clarissa Cook Moore, January 3, 1921, and the other executed by Mary A. Baker, December 30, 1920, both purporting to convey certain premises therein described to your society.

The first deed referred to purports to convey two and twenty-nine hundredths (2.29) acres of land to your society with certain permanent easements relating to

road purposes in connection with the use of said premises, upon the condition that your society shall do certain things within a period of seven years relative to improving said premises by grading, seeding to lawn, planting shrubbery, fencing, and by the erection of a monument to commemorate the "Battle of Fallen Timbers," to cost not less than twenty thousand dollars (\$20,000.00), together with other requirements relating to the up-keep to said premises, in accordance with the conditions of the deed. In the event that your society fails to comply with said conditions within the time provided, according to the terms of the deed the title to the premises will revert to the grantor and her heirs. The grantor also reserves the right to use said premises for agricultural purposes until such time as your society makes the improvements referred to, and also reserves a right of way over said premises for purposes of access and egress to her adjoining property.

After consideration it is my opinion that the description in said deed is defective in this: it does not disclose definitely the state, county or township in which the premises are situated. While it may be that it is possible to determine by inference from the language used the location of said premises, it certainly is not as definite and certain a description as you should require before accepting said deed; especially if you contemplate making expenditures of money to improve said premises to meet the requirements of said deed. It is therefore suggested that if possible you should have a new deed executed correcting the matters mentioned.

The latter deed purports to convey to your society "a strip of land * * * for the purpose of affording a driveway to a certain monument proposed to be erected on adjoining premises." It is presumed the adjoining premises mentioned refers to the tract of land described in the former deed. The grantor reserves the right to use said premises for a driveway. Under the conditions of this grant, in the event that your society fails to erect the monument within seven years, then the rights conveyed under this grant will revert to the grantor. This deed seems to be executed in the proper form and does not contain the defect relative to the description that has been pointed out in connection with the former conveyance, as it specifically discloses that the premises are situated in Monclova township, Lucas county, Ohio.

It is believed to be advisable to suggest herein that before you make expenditures relative to the improving of said premises you should secure sufficient evidence, preferably an abstract, establishing that the grantors named in both conveyances have good title to the premises which they are purporting to convey. However, this does not necessarily need to be done prior to the acceptance of the conveyances.

The deeds above referred to are being returned herewith.

Respectfully,

JOHN G. PRICE,
Attorney-General.