

application to a situation such as you have at the Muskingum County Children's Home.

Respectfully,
EDWARD C. TURNER.
Attorney General.

157.

APPROVAL, BONDS OF VILLAGE OF WOODSFIELD, MONROE COUNTY,
OHIO—\$16,000.00.

COLUMBUS, OHIO, March 8, 1927.

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

158.

APPROVAL, ARTICLES OF INCORPORATION OF THE LANCASTER
CASUALTY COMPANY.

COLUMBUS, OHIO, March 9, 1927.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am returning to you herewith the articles of incorporation of "The Lancaster Casualty Company," with my approval endorsed thereon.

Respectfully,
EDWARD C. TURNER.
Attorney General.

159.

DIRECTOR OF HIGHWAY—REIMBURSEMENT OF PROSPECTIVE SELLER
OF LAND FOR PREPARATION OF CONTRACT.

SYLLABUS:

Where no valid contract for the purchase of land by the state is entered into, the Director of Highways and Public Works may not lawfully reimburse a prospective seller of such land for expenses occurred by him in preparing an abstract of title and a deed for said premises.

COLUMBUS, OHIO, March 9, 1927.

HON. GEORGE F. SCHLESINGER, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—I acknowledge the receipt of your letter of recent date as follows:

"You will recall that an agreement was reached concerning the Reider-

man garage site at Chillicothe, Ohio. When the question was raised concerning the payment for this tract of land and when it was decided that the purchase should not be made at the price Mr. Riederman asked I notified the State Auditor that we would endeavor to find another location. Another site was selected and arrangements were made as per the attached letter. Mr. M. furnished deed and abstract which was never approved by the Board of Control.

Since the Riederman tract has been finally accepted, I am inquiring as to whether you think it would be proper that Mr. M. be paid for any expense that has been incurred in the preparation of deed and abstract as shown by this letter. If you feel that this is a legal claim, I will ask Mr. M. to advise us as to the amount.

To this letter is attached a copy of a communication addressed to Mr. M., Chillicothe, Ohio, as follows:

"I have requested Mr. Anderson, Division Engineer, Chillicothe, Ohio, to locate a site for a state highway garage. He has been in consultation with you concerning the purchase of a tract of land which belongs to you which is located in Scioto township, Ross county, Ohio. As he reports to me this tract of land is approximately 650' in length by 325' in width and it is your intention to reserve your residence which will be situated on a tract of ground approximately 160' frontage on a street having a depth of 150'. This would leave approximately 4.3 acres to be transferred to the State of Ohio.

Upon his recommendation I am willing to offer you \$1600.00 an acre for this tract of land, you to furnish the state the survey, plat, complete abstract and warranty deed."

You do not state what, if any, reply you received to your letter of July 24th, sent to Mr. M. or what further transactions were thereafter had by your department and Mr. M. with reference to the purchase of the land in question. From this fact and from the fact that you state in your letter that the deed and abstract "was never approved by the Board of Control," I assume that no encumbrance estimate was prepared and that the Director of Finance did not certify that there was an unobligated balance in the proper appropriation sufficient to pay for said land as required by Section 2288-2, General Code, which provides as follows:

"It shall be unlawful for any officer, board or commission of the state to enter into any contract, agreement or obligation involving the expenditure of money, or pass any resolution or order for the expenditure of money, unless the Director of Finance shall first certify that there is a balance in the appropriation pursuant to which such obligation is required to be paid, not otherwise obligated to pay precedent obligations."

If there were no certification as required by the section just quoted, there was no valid contract and there is no obligation on the part of the state to reimburse Mr. M. for any expenses that may have been incurred by him in the preparation of the deed and abstract.

In other words, it appears that the most that transpired was the entering into of negotiations looking towards the purchase by the state of the garage site in question; and if, before there was a valid contract binding the state to purchase this site, the seller saw fit to have a deed and abstract prepared in order that he might comply with any contract entered into, there is no obligation, legal or otherwise, on the part of the

State of Ohio, to reimburse him for any money expended in the preparation of such deed and abstract.

I am, therefore, of the opinion that under the facts submitted by you, if there were no certification as required by Section 2288-2, General Code, and no valid contract entered into with Mr. M. for the purchase of the garage site described in your letter, there is no obligation on the part of the state, legal or otherwise, to reimburse Mr. M. for any expenses incurred by him in the preparation of the deed and abstract in question.

Respectfully,
EDWARD C. TURNER.
Attorney General.

160.

APPROVAL, BONDS OF LAKE TOWNSHIP RURAL SCHOOL DISTRICT,
STARK COUNTY, OHIO—\$9,000.00.

COLUMBUS, OHIO, March 9, 1927.

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

161.

MANUAL TRAINING—SECTIONS 13007-3 AND 7722, GENERAL CODE,
CONSTRUED—DOES NOT EXTEND TO TRAINING DEPARTMENT IN
FACTORIES.

SYLLABUS:

The term "manual training department of any school," as used in Section 13007-6, General Code, refers only to the manual training department of a public school, as authorized by Section 7722, General Code, or a like department of a private school, and not to a factory, which is co-operating with the public schools and which employs minors who attend school one-half day each week.

COLUMBUS, OHIO, March 10, 1927.

HON. HERMAN R. WITTER, *Director Department of Industrial Relations, Columbus, Ohio.*

Attention C. A. Benedict, Chief, Division of Factory and Building Inspection.

DEAR SIRS—I have your letter of recent date, requesting my opinion upon the facts stated in a letter from the "Chairman, Educational Committee," Cincinnati, Ohio, which you enclose with your communication and which reads as follows:

"The factories are co-operating with the public schools and boys attend