

taining 35 acres more or less. Excepting therefrom 20 acres and a road way off the south side of said lot heretofore conveyed by Jacob Smyers and Sarah J. Smyers to Rose Alexander.

Also the west half of Fractional Lot 1 in Section 25, same township and range aforesaid, containing 20 acres more or less.

Also a part of Fractional Lot 1 described as follows: Beginning at the northwest corner of said Fractional Lot as described in a deed made by Ed Sweet and wife to Henry Klinker; thence east along the north line of said lot about 37 rods to the public road; thence with said public road in a southwest direction to the west line of said Fractional Lot; thence north along said line about 55 rods to the place of beginning containing 7 acres more or less. Containing in all 42 acres more or less."

Upon examination of the abstract of title submitted I am of the opinion that said Amos A. Stoltz had a good and indefeasible fee simple title to the above described property at the time of his death and that he held this property free and clear of all encumbrances with the possible exception of a mortgage executed by one Wesley J. Poling to one Charles W. Imler under date of February 22, 1917. This mortgage which was one on the above described lands to secure the payment on a note in the sum of three hundred dollars due one year after the date thereof was not canceled of record at the time of the death of said Amos A. Stoltz. However, in the subsequent proceedings instituted by John M. White, as administrator of the estate of Amos A. Stoltz to sell this property to pay debts, said Charles W. Imler was made a party defendant to the said action and was served with summons therein. Inasmuch as in this action Imler did not, by answer and cross petition or otherwise, make any claim under this mortgage his rights thereunder as against this property was barred by order of the court and I am of the opinion that by reason of said proceedings instituted by said administrator the administrator's deed, which has been fully executed and acknowledged, will be effective to convey a full fee simple title in and to the above described property to the State of Ohio.

Encumbrance estimate No. 783, which likewise has been submitted for my examination, has been properly executed and approved and the same shows that there are sufficient balances in the proper appropriation account to pay the purchase price of this property which is the sum of two hundred and ninety-four dollars. It is likewise noted that the money necessary to pay the purchase price of this property has been released by the board of control.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate No. 783, controlling board certificate and other files relating to the purchase of this property.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2248.

APPROVAL, ABSTRACT OF TITLE TO LANDS OF C. A. WATTS IN
FRANKLIN TOWNSHIP, ADAMS COUNTY, OHIO.

COLUMBUS, OHIO, August 21, 1930.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate No. 135, relating to the pro-

posed purchase by the State of Ohio of four tracts of land aggregating nine hundred and thirty-four acres, more or less, in Franklin Township, Adams County, Ohio, which are owned of record by one C. A. Watts and which are more particularly described as follows:

FIRST TRACT: Beginning at three Chestnut Oaks, S. W. corner Henry Bedinger's Survey No. 8845; thence with his line N. 60 poles to a White Oak and Black Oak, corner to James Horn's land; thence E. 34 poles with his line to a small Sassafras (now down), a stone planted in its place; thence S. 60 poles to a small Black Oak near a large Chestnut; thence West 34 poles to the place of beginning, containing thirteen (13) acres of land, be the same more or less, part of Survey No. 16150.

SECOND TRACT: Beginning at a corner in line of John H. Dawson; thence East 33 poles to corner White Oak and Jack Oak; thence N. 25 poles to corner stake; thence W. 33 poles to a stake in the line of Salisbury Thomas; thence S. 25 poles with Thomas line to the beginning, containing five (5) acres and twenty-five (25) poles of land, be the same more or less, part of Survey No. 14636.

THIRD TRACT: Beginning at four Chestnut Oaks, two from one stump, the South East corner of Bedinger's Survey No. 8845; thence S. 62 deg. E. 62 poles to a stake; thence S. 87 deg. E. 5 poles to a cluster of Maples; thence N. 14½ deg. E. 77½ poles to a Hickory, corner to Tarlton's land; thence S. 69 deg. E. 145 poles to a stone and Chestnut Oak, a corner to Survey No. 15036, passing a Pine at 118 poles in said line; thence with a line of Survey No. 15036 N. 1 deg. E. 92 poles to a Chestnut Oak and Black Oak, a corner of said survey; thence S. 89 deg. E. 88 poles to a stake 10 links East of a Gum, a corner to Peter Wickerham's land; thence with his line N. 13 deg. W. 38 poles to two White Oak stumps, and stone set by A. V. Hutson, a corner to Survey No. 3191; thence with a line thereof N. 21 deg. E. 184 poles to a Gum on the North bank of a branch of Scioto Brush Creek; thence W. 4 poles to another Gum; thence N. 12½ deg. E. 62 poles to two Black Walnuts from one stump corner to Survey No. 14754; thence N. 30 deg. W. 148 poles to a Sarvis and Chestnut Oak corner to Stephenson; thence with his line S. 76 deg. W. 86½ poles to a stone, Hickory and Black Oak; thence S. 14 deg. E. 201.6 poles to three Chestnut Oaks a corner of Stephenson; thence S. 77 deg. W. 44 poles to three Gums and two Sassafras; thence N. 32 deg. W. 116.8 poles to two Chestnut Oaks and a Black Oak and stone, another corner of Stephenson; thence N. 60 deg. W. 62 poles to a stone set by A. V. Hutson; thence N. 6½ deg. E. 146.2 poles to a small Chestnut Oak on the south side of a road; thence with said road S. 80 deg. E. 10 poles; N. 77 deg. E. 13 poles; S. 72¼ deg. E. 8 poles; S. 85¼ deg. E. 20 poles; N. 78¼ deg. E. 26 poles to two White Oaks in line of Charles Furgeson; thence N. 27 deg. W. 52 poles to a large B. O. on Pierson's line; thence N. 37 deg. W. 39.1 poles to a Black Oak; thence N. 76 deg. W. 55 poles to a stone set by A. V. Hutson, a corner to A. Kisling's land from which stone two Chestnuts stand S. 31½ deg. E. 23 links; thence with Kisling's line S. 2 deg. W. 177 poles to a stone, another of Kisling's corners; thence with his line N. 76 deg. W. 52 poles to a Red Oak in the line two poles from the corner; thence S. 22 deg. E. 124 poles to a large Gum a corner of Survey No. 15649 and Jessie Murphy's land; thence with Murphy's land S. 26 deg. W. 110 poles to a W. O. and Gum at a branch; thence S. 12 deg. W. 85 poles to three Chestnut Oaks in the original line; thence S. 4 deg. W. 17 poles to a Chestnut Oak on a high point,

corner to Survey No. 14636; thence with a line thereof E. 20 poles to two Jack Oaks on a branch; thence S. 45 deg. E. 20½ poles to a White Oak stump, corner to T. Beaver's land; thence with his line N. 37 deg. E. 54 poles to two Red Oaks and two Chestnut Oaks; thence S. 65 deg. E. 53 poles to a Sassafras and two Chestnut Oaks; thence S. 4 deg. W. 112 poles to a stone, Black Oak and Sassafras; thence N. 68 deg. W. 66.8 poles to a White Oak stump, the S. E. corner of Horn's Survey No. 14636; thence N. 86 deg. W. 4 poles to a stone, R. A. Clark's East corner; thence S. 22½ deg. W. 65 poles to a large Chestnut, corner of Clark; thence S. 86 deg. W. 36 poles to four Chestnut Oaks, the beginning, containing seven hundred and thirty-six (736) acres more or less, being in Survey Numbers 16173 and 16150, lot 132 and part of Lot 131.

Said third tract is charged on the tax duplicate of Adams County, Ohio, as 69 acres in Survey 16150 and 702 acres in Survey 16173.

FOURTH TRACT: Beginning at a stone and Chestnut Oak South West corner to the lands of C. Smeltzer; thence S. 85 deg. W. 42 poles to three Gums and Sassafras on top of the hill, South of Persimmon Deer Lick; thence N. 32 deg. W. 110 poles to two Chestnut Oaks and Black Oak and Stone; thence N. 74 deg. W. 66 poles to two Hickories, stone and Sassafras on the bench of the hill; thence N. 6 deg. E. 139 poles to a stone and a small Chestnut at the road; thence with the road S. 80 deg. E. 10 poles; N. 77 deg. E. 13 poles; S. 72½ deg. E. 8 poles; S. 85¼ deg. E. 20 poles; N. 78¼ deg. E. 26 poles to two White Oaks in the line of Charles Furgeson; thence with his line S. 27¾ deg. E. 60 poles to a stone and Hickory in the line of said Smeltzer and corner of Furgeson; thence with Smeltzer S. 75 deg. W. 24 poles to a stone and Hickory N. W. corner to Smeltzer; thence with his line S. 17 deg. E. 194 poles to the beginning, containing 125 acres (144 acres by new survey), more or less, part of lots 131 and 132 and Survey No. 16173.

Said Fourth Tract described on the tax duplicate as 145 acres in Lots 131 and 132."

Upon examination of the abstract of title submitted to me, which is certified by the abstractor under date of March 25, 1930, I find that said C. A. Watts has a good and merchantable title to the above described property, free and clear of all encumbrances except possibly the taxes for the last half of the year 1929 and the undetermined taxes for the year 1930. As to this, however, it is likewise possible that Mr. Watts may have paid the taxes for the last half of the year 1929 since the certification of said abstract.

Upon examination of the warranty deed tendered by said C. A. Watts I find that the same has been properly executed and acknowledged by him and his wife, Anna Watts, and that said deed is sufficient in form to convey to the State of Ohio a fee simple title to the above described property, free and clear of all encumbrances whatsoever save and except taxes due and payable after June, 1930. The dower of said Anna Watts in and to the above described property has been specially released, and in addition to this she joins in the granting clause of said deed and this, likewise, has the effect of releasing her dower in this property.

Encumbrance Estimate No. 135, submitted as a part of the files relating to the purchase of this property, has been properly executed and approved and the same shows that there are sufficient balances in the proper appropriation account to pay the purchase price of said property, which purchase price is the sum of seven thousand dollars. Said encumbrance estimate likewise carries the recital that the purchase of this property was approved by the controlling board under date of September 16, 1929.

My examination of said abstract of title and warranty deed was necessarily delayed for a considerable period of time by reason of the fact that the encumbrance estimate was not approved by the consulting engineer in the division of accounts until recently. By reason of this fact considerable time has elapsed since the certification of said abstract by the abstracter. In this situation it is suggested that before the warrant for the purchase price of this property is turned over to Mr. Watts you have one of the representatives of your department make an examination of the records of Adams County, Ohio, to ascertain whether or not any judgments, mortgages or other liens against this property have been created since the date of the certification of said abstract, which was, as above noted, March 25, 1930.

I am herewith returning said abstract of title, warranty deed and encumbrance estimate.

Respectfully,
 GILBERT BETTMAN,
Attorney General.

2249.

INDIGENT SICK—WHEN NON-RESIDENT OF STATE IS QUARANTINED
 —COUNTY MAY ASSUME PAYMENT FOR NECESSARY GROCERIES.

SYLLABUS:

Where a non-resident is quarantined in the State of Ohio and is unable to pay the expenses of such service, such expenses should properly be paid by the county as relief furnished to non-residents under the provisions of Section 3476, General Code.

COLUMBUS, OHIO, August 21, 1930.

HON. C. G. L. YEARICK, *Prosecuting Attorney, Newark, Ohio.*

DEAR SIR:—Acknowledgment is made of your communication of recent date which reads:

“The Board of Health of Newark, Ohio, has certified to the county commissioners of Licking County its expenses incurred by reason of the quarantine of a non-resident of the State of Ohio who became sick with smallpox while in the city of Newark, the amount involved being expended for necessary groceries.

The board of county commissioners is of the opinion that this sum should properly be charged against the city of Newark and that it cannot legally accept and pay for the same out of county funds. The laws for the relief of the poor and the statutes under the subject of quarantine have seemed to us not particularly clear as regards the political subdivision to be charged for such relief of a non-resident of state. The benefit of your opinion is, accordingly, requested as to whether the board of county commissioners may properly accept the foregoing charge.”

Section 4438 of the General Code, as amended in 113 O. L. 270 (88th General Assembly), provides for the payment of expenses by a city or general health district when a person is quarantined, who has a legal settlement in another county of the state and is unable to pay his expenses. That is to say, under such circumstances the county of the legal settlement is required to pay the expenses upon notice as required by said section.