

Upon examination of the submitted abstract I am of the opinion that the same shows a good and merchantable title to said tract in Mary Bachtel, subject to only one possible exception. It appears that the lands under investigation, as well as other lands, were owned by one Mathias Bachtel, or "Bachal". At the time of his death in 1874, by his last will and testament, he devised his farm, including the premises above described, to his widow, Mary *Bachal*, for life. There is nothing in the abstract which affirmatively shows that said Mary *Bachal* is now dead. It is very likely that said Mary *Bachal* is dead, and was so at the time the partition proceeding noted at Section 33 of the abstract was filed, for otherwise the court could hardly have entertained jurisdiction of said proceeding. However, this matter should be cleared up by an affidavit by some one who knows the facts, which affidavit should be submitted to you and made a part of the abstract before the transaction for the purchase of this property is closed.

The abstract does not show any outstanding leases on this property, but you are advised that if any person or persons other than said Mary Bachtel are in actual possession of said premises under any claim of right, the State of Ohio, through its officers, will be required to take notice of whatever rights such other persons may have in said premises.

I have examined the warranty deed submitted with said abstract and find that the same is in proper form and legally sufficient to convey to the State of Ohio a fee simple title to the above described lands and premises, subject only to the following exception, to wit: By some inadvertence the word "West" which should follow the words "2° 44'" in the seventh line of the description in said deed was omitted. This correction should be made before the deed is finally delivered.

I am enclosing herewith the abstract of title and deed above referred to as well as encumbrance estimate, plat and other files belonging to your office.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*

1762.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE ELCON ENGINEERING COMPANY OF COLUMBUS, OHIO, FOR THE CONSTRUCTION OF WATER FILTRATION SYSTEM, LONGVIEW STATE HOSPITAL, CINCINNATI, OHIO, AT AN EXPENDITURE OF \$18,271.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, February 25, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for and on behalf of the Department of Public Welfare, and The Elcon Engineering Company, of Columbus, Ohio. This contract covers the construction and completion of General Contract for Water Filtration System, Longview State Hospital, Cincinnati, Ohio, and calls for an expenditure of eighteen thousand two hundred and seventy-one dollars (\$18,271.00).

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 submitted a certificate from

the Controlling Board, signed by the secretary thereof, that in accordance with Section 12 of House Bill No. 502, 87th General Assembly, said board has properly consented to and approved the expenditure of the monies appropriated by the 87th General Assembly for the purpose covered by this contract. In addition, you have submitted a contract bond upon which the Globe Indemnity Company 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,  
EDWARD C. TURNER,  
*Attorney General.*

1763.

#### DOGS—DUTY OF COUNTY AUDITOR TO REGISTER—FEES.

##### SYLLABUS:

*It is the duty of county auditors to register unregistered dogs during the year. By the terms of Section 5652-2, General Code, the applicant therefor is required to pay the registration fee provided by Section 5652, General Code, unless the dog in question became three months of age after July first in which case the terms of Section 5652-7b, General Code, would apply.*

COLUMBUS, OHIO, February 25, 1928.

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

GENTLEMEN:—This will acknowledge your letter of recent date which reads as follows:

“Since submitting to your department for opinion a number of questions relating to the interpretation of the dog law we have received an additional question, which we desire to add to our former request.

QUESTION: When a person takes possession of a stray dog, which has no registration tag, and such person makes application to the county auditor for registration after January 20th in any year, what should he be required to pay for the registration of such dog and may the county auditor refuse to register such a dog?”

The answer to the question that you present is found in Sections 5652 and 5652-2, General Code, which provide:

Section 5652. “Every person who owns, keeps or harbors a dog more than three months of age, annually, before the first day of January of each year, shall file together with a registration fee of one dollar for each