

such power so as to limit it solely to cases where no such county child welfare board has been appointed. In other words, the latter part of the statute does not in any way negate the authority of the county commissioners to enter into such a contract even if a county child welfare board has been so appointed, nor should it be read as a limitation upon the power of the juvenile court judge in a county in which there is no children's home, to commit neglected and dependent children to a county children's home, willing to receive them, in another county. In Black on "Interpretation of Laws" at page 60 it is stated:

"Statutes should be so construed, if possible, as to give effect to all of their clauses and provisions; and each statute should receive such a construction as will make it harmonize with the pre-existing body of law. Antagonism between the act to be interpreted and the previous laws, whether statutory or unwritten, is to be avoided, unless it was clearly the intention of the legislature that such antagonism should arise."

It is also stated in *Medical College of Ohio vs. Zeigler*, 17 O. S. 52 at page 68:

"The rules of construction favor an interpretation which will give effect to every part of the enactment."

Consequently, in specific answer to your questions, it is my opinion that:

1. By virtue of Section 1653, General Code, even though a county child welfare board has been established in a particular county, the judge of the juvenile court of such county, if there is no county children's home in the county, may commit dependent children to a county children's home in another county if such home is willing to receive the children.

2. If such commitments are made to a county children's home in another county, the county commissioners of the county from which they are committed are required to pay for their care if such dependent children have a legal settlement in the county from which they are committed.

Respectfully,

JOHN W. BRICKER,

Attorney General.

2760.

APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED, ENCUMBRANCE RECORD NO. 9 AND CERTIFICATE OF THE CONTROLLING BOARD RELATING TO THE PROPOSED PURCHASE BY THE STATE OF A TRACT OF LAND IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, May 29, 1934.

HON. WILLIAM H. REINHART, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a corrected abstract of title, a warranty deed, your department copy of contract encumbrance

record No. 9 and a certificate of the Controlling Board relating to the proposed purchase by the State of Ohio of a tract of land owned of record by one James W. Holton in Mifflin Township, Pike County, Ohio, the same being a part of the Virginia Military Survey and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the center line of the Main State Highway (No. 124 in 1934) from Latham to Sinking Springs with the common line of Timothy Hankins Heirs, Z. B. and Rachel Hughes, Asa Giffen and James W. Holton Farms; said intersecting point is N. 12 degrees 29 minutes W. 34.29 feet from a concrete monument; thence S. 73 degrees 31 minutes E. 513.33 feet along the center line of the above mentioned State Highway, said point is N. 16 degrees 29 minutes E. 30.0 feet to a concrete monument; thence S. 16 degrees 29 minutes W. 550.0 feet to a concrete monument; thence S. 73 degrees 31 minutes E. 346.43 feet to a concrete monument in the common line between James W. Holton and Asa Giffen Farms; thence S. 10 degrees 20 minutes W. 836.81 feet to a tree, said tree is S. 10 degrees 20 minutes W. 10.0 feet and N. 85 degrees 51 minutes E. 10.0 feet from two concrete monuments; thence S. 85 degrees 51 minutes W. 163.36 feet to a concrete monument on the line of Asa Giffen Farm; thence North 12 degrees 29 minutes W. 1645.33 feet to the place of beginning, containing 11.75 acres, more or less.

Upon examination of the corrected abstract of title submitted, I find that said James W. Holton has a good merchantable fee simple title to the above described tract of land, free and clear of all encumbrances except the taxes on this property for the last half of the year 1933 and except the undetermined taxes on the property for the year 1934.

In this connection, it is noted that on October 12, 1888, while one Mary B. Craig was the owner of a 47-acre tract of land which included the parcel of land here under investigation, she executed a mortgage on said property to one William McCoy to secure the payment of the sum of \$300.00, the consideration named in the mortgage. The abstract does not show when the indebtedness secured by this mortgage became due and payable; but assuming, as we may, that the same was to be paid within a few years after the execution of the mortgage, this mortgage, under the provisions of section 8546-2, General Code, has long since lost its quality as a lien upon this property so far as subsequent purchasers are concerned. And the title of James W. Holton in and to the above described property is hereby approved, subject only to the exceptions with respect to taxes above noted.

Upon examination of the warranty deed tendered by James W. Holton, I find that the same has been properly executed and acknowledged by him and by Georgie Holton, his wife, who expressly releases her right and expectancy of dower in said premises.

Upon examination of the terms and provisions of this deed, I find that the form of this deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by full fee simple title, free and clear of all encumbrances whatsoever, except the taxes for the last half of the year 1933, and except all taxes that thereafter become due, as to which there is a recital in the deed to the effect that the State of Ohio as the grantee in the deed is to assume and pay such taxes.

From an inspection of your department copy of contract encumbrance record, which has been submitted as a part of the files relating to the purchase of the above described property, I find that the same has been properly executed and that there is a sufficient balance in the item of G-1 lands transferred by the Controlling Board to said item from appropriated fishing license funds to pay the purchase price of this property, which purchase price is the sum of \$1,175.00.

It further appears that the purchase of this property has been approved by the Controlling Board and that, as above noted, it has made the necessary transfers of money to enable you to pay the purchase price of this property.

Subject only to the exceptions with respect to taxes above noted, the corrected abstract of title to this property is hereby approved and the same, together with the warranty deed and your department copy of contract encumbrance record, which are likewise approved, are herewith returned.

I do not find anything in the files submitted to me with respect to the purchase of this property in the form of a copy of a resolution or other appropriate action of the Conservation Council providing for the purchase of the above described property. Under the provisions of section 1435-1 and other related sections of the General Code, the Conservation Council is the only constituted authority of the state which is empowered to purchase property for the use of your department; and before any voucher is issued covering the purchase price of this property satisfactory evidence in the form of a transcript of the resolution of the Conservation Council providing for the purchase of this property should be furnished and made a part of the files so that the same, together with the other files, can be submitted to the Auditor of State before he issues his warrant covering the purchase price of the property upon the voucher therefor, presented to him for this purpose.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2761.

APPROVAL—CORRECTED ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE RECORD NO. 10, RELATING TO THE PROPOSED PURCHASE BY THE STATE OF A TRACT OF LAND IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, May 29, 1934.

HON. WM. H. REINHART, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted to me for my examination and approval a corrected abstract of title, a warranty deed and your department copy of contract encumbrance record No. 10, relating to the proposed purchase by the State of Ohio for the use of your Department of a certain tract of land owned by one Asa Giffen in Mifflin Township, Pike County, Ohio, which tract of land is more particularly described in the deed, above referred to, as follows: