

It is my opinion, therefore, in specific answer to your question, that no part of the money in the road maintenance and repair fund of a township may be paid to a municipality situated either in whole or in part within such township, notwithstanding the fact that a portion of such money has theretofore been transferred under Section 5625-13c, General Code, to the township road maintenance and repair fund from another fund raised by taxes levied upon all the property within the township, including the property within such municipality.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2891.

APPROVAL, ABSTRACT OF TITLE TO LAND OF LAFAYETTE TAYLOR AND VOLNEY S. TAYLOR, IN REARDON TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, January 31, 1931.

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

DEAR SIR:—There has lately been submitted for my examination and approval, an abstract of title, warranty deed, encumbrance estimate No. 796, and other files pertaining to a tract of land owned of record by Lafayette Taylor and Volney S. Taylor, in Reardon Township, Scioto County, Ohio, which tract of land is more particularly described as follows:

“Beginning at a corner to Survey No. 15839; thence with one line thereof N. 29 E. 244 poles to a stone, corner to Lot 112 and also corner to Pre-emption Claim 88, thence with one line of said claim N. 32 degrees 44' W. 129 2/10 poles to a stone being the South-east corner of a tract of land sold off said Lot No. 112 to one Wm. Hackworth, then with said Hackworth's South line S. 64 degrees W. 125 poles to a stone, thence S. 73 degrees E. 74 poles to corner of Lot No. 113 and Survey No. 15838; thence with the line of Survey S. 46 degrees E. 39 poles; thence S. 53 degrees W. 41 poles; thence S. 27 degrees W. 10 poles to a chestnut oak; thence N. 77 degrees W. 55 poles to a white oak and dogwood; thence S. 1 degree W. 70 poles to two white oaks; thence S. 34 degrees E. 148 poles to the place of beginning, containing 220 acres more or less and being 89 acres more or less in Lot 112 and 131 acres more or less in Lot 113.”

Upon examination of said abstract of title, I find that said Lafayette Taylor and Volney S. Taylor have a good indefeasible fee simple title to the above described property, subject only to the minor objections here noted. It appears that a judgment was taken in the Municipal Court of Portsmouth, Ohio, against said Volney S. Taylor in and for the sum of \$95.08. The abstract does not disclose the name of the judgment creditors nor the further disposition of the case in which said judgment was taken. Nor does said abstract show whether by transcript filed in the Common Pleas Court or otherwise, said judgment was ever made a lien upon the property of Volney S. Taylor in said county. In this situation, it is suggested that before the transaction relating to the purchase of said property is closed, further information should be ob-

tained with respect to the disposition of said judgment and if it appears that such proceedings have been had as makes said judgment a lien upon the property of the defendant, you should require said judgment to be paid before the warrant is issued for the payment of the purchase price of said property.

It appears further that taxes on said property for the year 1930, the amount of which is not stated in the abstract, are unpaid and are a lien upon the property. Subject to the exceptions above noted, said abstract of title is hereby approved.

Upon examination of the warranty deed tendered by said Lafayette Taylor and Volney S. Taylor, I find that said deed has been properly executed and acknowledged by them and by their respective wives, and that the form of said deed is such that the same conveys the above described property to the State of Ohio by fee simple title, free and clear of the respective dower rights and interests of the wives of said grantors and free and clear of all encumbrances whatsoever. Said deed is likewise herewith approved.

From an inspection of encumbrance estimate No. 796 which has been submitted as a part of the files relating to the purchase of the above described property the same appears to be properly executed and approved. It further appears from said encumbrance estimate that there is a sufficient unencumbered balance in the appropriation account to pay the purchase price of said property, which purchase price is the sum of \$1,430.00. It also appears from said encumbrance estimate that the money necessary to pay said purchase price was released by the Board of Control for said purpose by action of said board taken under date of September 15, 1930.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate No. 796 and other files relating to the purchase price of this property.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2892.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF LAFAYETTE TAYLOR
AND VOLNEY S. TAYLOR IN BRUSH CREEK TOWNSHIP, SCIOTO
COUNTY, OHIO.

COLUMBUS, OHIO, January 31, 1931.

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

DEAR SIR:—There was recently submitted to me for my examination and approval, an abstract of title, warranty deed, encumbrance estimate No. 797 and other files relating to the proposed purchase of a tract of land in Brush Creek Township, Scioto County, Ohio, which tract of land is owned of record by Lafayette Taylor and Volney S. Taylor as tenants in common, and which is more particularly described as follows:

“Beginning at a chestnut and gum, N. W. corner to Allen Latham’s survey No. 15761; thence running N. eighty one degrees (81) West, one hundred thirty-four rods (134) to two chestnut oaks from one root; thence South fifteen de-