

ment is, by virtue of the execution levied by the sheriff of Defiance county, a lien upon this property.

3. The taxes on this property for the last half of the year 1931, amounting to \$1.84, are unpaid, and the same, together with the undetermined taxes for the year 1932, are a lien upon the property.

An assessment in the sum of \$35.88, payable in eighteen equal semi-annual installments of \$1.99 each, were levied on the above described property for the improvement of I. C. H. No. 316, Section L, which road is now known as U. S. No. 24. The first installment on this assessment was due and payable in December, 1926, and apparently all of such installments have been paid as they became due and payable except that which became due and payable in June, 1932. This installment and the remaining installments of this assessment are of course a lien upon this property.

Before the transaction is closed for the purchase of the property here under investigation, this property should be released from the operation and lien of the mortgage and judgment above referred to; and some arrangement should be made for the payment or satisfaction of the tax and assessment liens above referred to.

Upon examination of the warranty deed tendered by Curtis E. Minsel, I find that the deed has been properly executed by him and by his wife, Anna Minsel, and that the form of said deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title free and clear of the dower interest of Anna Minsel, the wife of said Curtis E. Minsel, with a covenant of warranty on the part of said grantors that this property is to be conveyed to the State of Ohio free and clear of all encumbrances whatsoever.

Upon examination of the encumbrance record No. 39, I find that the same has been properly executed and approved, and that there is shown thereby a sufficient balance in the proper appropriation account to pay the purchase price of this property, which purchase price is the sum of \$2,000.00. It likewise appears by a recital in this encumbrance record, as well as by a communication from the Board of Control, that the purchase of this property has been approved by said board.

Subject to the exceptions above noted, the abstract of title submitted is approved, and the same, together with the warranty deed and encumbrance record No. 39, above referred to, is herewith returned.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

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4582.

APPROVAL, CONDITIONALLY, ABSTRACT OF TITLE TO LAND OF  
AMBROSE E. TRUBEY IN RICHLAND TOWNSHIP, DEFIANCE  
COUNTY, OHIO.

COLUMBUS, OHIO, August 29, 1932

HON. EARL H. HANEFELD, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—By a communication of recent date, Hon. William H. Reinhart, Conservation Commissioner, submitted to me for examination and approval, an abstract of title, warranty deed and encumbrance record No. 41, relating to a tract of land owned of record by one Ambrose E. Trubey in Richland Township,

Defiance County, Ohio, which tract of land is a part of the northwest quarter of Section number 23, in Township number 4, Range number 5 east, and which is more particularly described as follows:

"Beginning at a point where the southerly line of the Miami and Erie Canal property intersects the westerly line of said section twenty-three (23) said point being 107.7 feet southerly from the center of U. S. Highway No. 24 as measured along said section line; thence easterly along the southerly property line of the Miami and Erie Canal the following courses and distances; S. 89° 39' E., 731 feet to a point; thence S. 89° 51' E., 596 feet to the north and south quarter line of said northwest quarter; thence southerly along the said quarter-quarter line 0° 15' W., 130 feet, more or less to the water line of the Maumee River; thence westerly along the northerly shore line of the Maumee River 1327 feet more or less to the west line of said section 23; thence north 0° 39' E., along said section line 118 feet, more or less to the place of beginning and containing 3.79 acres of land more or less. And any and all other lands owned by said Grantors lying between the center of U. S. Highway No. 24 and the Miami and Erie Canal, and adjoining said above described premises conveyed."

Upon examination of the abstract of title submitted, which abstract is certified by the abstracter under date of June 15, 1932, I find that said Ambrose E. Trubey has a good and indefeasible title to the above described tract of land free and clear of all encumbrances, except the following which are noted as exceptions to the title to this property:

1. On March 17, 1928, Ambrose E. Trubey and his wife, Catherine Trubey, executed and delivered to the Farmers Saving & Loan Association of Defiance, Ohio, their mortgage deed securing the payment of an obligation in the sum of \$5,826.00. This mortgage is not cancelled of record, and the same to the extent of the amount of said obligation remaining unpaid, is a lien upon a tract of fifty five acres of land, including the smaller tract above described, which is to be purchased by the State of Ohio. Before the transaction for the purchase of the above described tract of land is closed by the Conservation Commissioner by the payment of the purchase price of this property, the same should, of course, be released from the operation and effect of the mortgage above referred to.

2. As above indicated, the tract of land here in question is a part of a larger tract of fifty-five acres of land owned by Ambrose E. Trubey, and it is noted that the taxes on this larger tract of land, including that here under investigation, for the last half of the year 1931, amounting to the sum of \$153.35, are unpaid and are a lien upon the whole of this larger tract of land. Likewise, the undetermined taxes for the year 1932 on this fifty-five acre tract of land, including that here under investigation, are a lien on this property.

3. The abstract shows that an assessment in the sum of \$233.94 was levied upon the fifty-five acre tract of land above mentioned for the improvement of the Napoleon-Defiance Road, I. C. H. No. 316. This assessment was payable in twenty semi-annual installments, of which ten installments in the amount of \$13.00 each have been paid. The remaining installments of this assessment are unpaid and are a lien upon the property. No apportionment has been made of the taxes and assessments, which are a lien on the whole of the fifty-five acre tract of land owned by Ambrose E. Trubey as between the 3.79 acre tract of land here under investigation and the remainder of the fifty-five acre tract of land. After such taxes and assessments have been apportioned to the tract of land here under inves-

tigation, some arrangement should be made with respect to the adjustment and payment of the apportioned amount of such taxes and assessments before the transaction is closed for the purchase of this property.

The warranty deed tendered by Ambrose E. Trubey has been properly executed and acknowledged by him and by his wife, Catherine Trubey, and the form of said deed is such that the same is legally sufficient to convey the above described property to the State of Ohio by fee simple title, free and clear of the inchoate dower interest of Catherine Trubey, with a covenant of warranty that this property is conveyed to the State of Ohio free and clear of all encumbrances whatsoever except taxes and assessments for the year 1932 and thereafter.

Encumbrance record No. 41, which has been submitted as a part of the file relating to the purchase of this property, has been properly executed and approved, and the same shows a sufficient balance in the proper appropriation account to pay the purchase price of the property here in question, which purchase price is the sum of \$410.00.

It likewise appears from a recital in said encumbrance record, as well as otherwise, that the purchase of this property has been approved by the Board of Control, and that the necessary money to pay the purchase price of the property has been released by said board for this purpose.

Subject to the exceptions above noted, the abstract of title submitted is approved and the same, together with the warranty deed and encumbrance record No. 41 above referred to, is herewith enclosed.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

4583.

#### INSURANCE—TAX AND TAXATION—TAXATION OF DOMESTIC INSURANCE COMPANIES DISCUSSED.

##### SYLLABUS:

*The permanent fund provided for, accumulated and set aside by a fire insurance company under the provisions of Section 9535 General Code as a reserve for the security of its insured, is not a reserve computed as provided by law within the purview of Section 5414-9 General Code; and the same cannot be deducted in determining the capital and surplus of such company for purposes of taxation under the provisions of this section of the General Code.*

*The accumulated amount of advanced premium payments made to an assessment life and accident association operating under Section 9445 General Code; except as to the part thereof represented by premium payments made by applicants who have been rejected or who have not been accepted, is a part of the property and assets of the association, and the same should be included in determining the surplus of the association for purposes of taxation under provisions of Section 5414-9 General Code.*

*Moneys advanced to a domestic mutual fire insurance company by its directors, officers or members under the provisions of Section 9607-12 General Code are not actual liabilities of the company within the meaning of Section 5414-9 Gen-*