

takes to insure against some loss to person without specifically stating the nature of the loss to be insured against.

An examination of the laws relating to fire insurance companies reveals that a fire insurance company is without authority to insure against loss to person. It would seem therefore that such a provision incorporated in the certificate of amendment is contrary to the provisions of the insurance laws relating to fire insurance companies. By reason of the above, I am returning herewith the certificate of amendment without my approval.

Respectfully,

HERBERT S. DUFFY,

Attorney-General.

1423.

DISAPPROVAL—ABSTRACT OF TITLE, WARRANTY DEED,
AND CONTRACT ENCUMBRANCE RECORD RELATING
TO THE PROPOSED PURCHASE OF PROPERTY IN RUSH
TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, November 3, 1937.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural
Experiment Station, Ohio State University, Columbus, Ohio.*

DEAR SIR: There has been submitted for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 48 relating to the proposed purchase by the Board of Control of the Ohio Agricultural Experiment Station for and in the name of the State of Ohio of a 487.64-acre tract of land in Rush Township, Scioto County, Ohio, the same being more particularly described by metes and bounds in the warranty deed in and by which this property is to be conveyed to the State.

Apparently, this property, which was surveyed by the engineers in the Forestry Division of your department, as one tract of land and which is described as one tract in the deed which has been tendered to the State of Ohio by C. W. Miller and Irene Miller, his wife, comprises what has been set out in the abstract of title as two tracts of land, one a fifty-acre tract acquired by Volney S. Taylor and C. W. Miller from Margaret Piguet and husband under date of January 14, 1937, the other being a tract of 372 acres, more or less, acquired by Valney S. Taylor and C. W. Miller from Marietta Turner and others,

children and heirs at law of one Mary E. Piguett who died seized of this tract of land on the 10th day of May, 1925.

Assuming that this tract of land as the same has been surveyed by your engineers and as the same has been described in the above mentioned deed tendered to the State of Ohio, is the same property as that acquired by Volney S. Taylor and C. W. Miller as the separate tract above referred to, I find upon examination of the abstract of title, the last certification of which is under date of September 25, 1937, that C. W. Miller has a merchantable title to the tract of land in the deed tendered by him to the State of Ohio subject to the liens and encumbrances hereinafter noted. In this connection, it will be recalled that at the time this abstract of title, together with contract encumbrance record No. 48 and other files relating to the purchase of this property, was submitted to this office for approval the property here in question was owned of record by Volney S. Taylor and C. W. Miller as tenants in common, each owning an undivided one-half interest in the property subject to the inchoate dower of their respective wives. On September 22, 1937, after the original abstract was submitted to me and after the same had been returned for correction, Volney S. Taylor and Virginia Lee Taylor, his wife, executed a warranty deed to C. W. Miller in and by which he, said Volney S. Taylor, conveyed to C. W. Miller his undivided one-half interest in this property; so that at the present time C. W. Miller is the sole owner of record of this property subject to the liens and encumbrances hereinafter noted, some of which affect only the undivided interest which Volney S. Taylor at that time had in this land.

1. On August 14, 1937, the American Building and Loan Association recovered a judgment by the consideration of the Common Pleas Court of Scioto County in Case No. 28239 then pending in that court in which said loan association was plaintiff and Volney S. Taylor, Henry Gallenstein, Fred Cogan and Ella Cogan were defendants. This judgment, which was one against Volney S. Taylor and the other parties defendant in said case, was and is one for the sum of \$2312.72. There is nothing in the abstract of title or other files submitted to me to show that this judgment has been paid or has been otherwise satisfied and released and the same is an encumbrance on this property in the amount of the judgment. Although as to this it is noted that the action in which this judgment was recovered was one for the foreclosure of property other than that here under investigation and it may be that this judgment will be wholly or partially satisfied by the sale of the mortgaged premises involved in this case. However, on the abstract as submitted, there is nothing to show that there has been any sale of such mortgaged property or that the proceeds of any such sale have been credited on this judgment.

2. On July 14, 1937, The Commercial Building and Loan Company obtained a judgment against Volney S. Taylor and others for the sum of \$1912.54 in Case No. 29326 then pending in the Common Pleas Court of Scioto County, wherein The Commercial Building and Loan Company was plaintiff and Volney S. Taylor and a number of others were parties defendant. This action, apparently, was likewise one for the foreclosure of a mortgage and the abstract shows that thereafter on September 24, 1937, there was an entry of confirmation of the sale of some of the property involved in this case (other than that here under investigation) and that at this time a deficiency judgment was entered against Volney S. Taylor in the sum of \$578.56. In this connection, it is noted that the warranty deed in and by which Volney S. Taylor and wife conveyed to C. W. Miller, Taylor's undivided one-half interest in the property here under investigation, was executed under date of September 22, 1937, and filed for record under date of September 23, 1937, and it may be that this deficiency judgment does not affect the property here under investigation. In any view, the transaction for the purchase of the property here in question should not be concluded until it is definitely shown that the deficiency judgment in the sum of \$578.56 against Taylor took the place of the prior judgment against him in the sum of \$1912.54 and that no effort will be made to subject the land here in question or any part thereof or interest therein to the payment of the judgment or judgments against Taylor in this case.

3. In addition to the encumbrances above noted, the abstract of title shows a number of pending actions against Volney S. Taylor. One of these is Case No. 29006 on the docket of the Common Pleas Court of Scioto County in which The Citizens Savings and Loan Association is plaintiff and Volney S. Taylor and a number of other persons are parties defendant. This is apparently an action to foreclose a mortgage on property other than that here under investigation. However, the abstract does not show that any judgment or judgments were entered in this case against Volney S. Taylor or against any of the other parties defendant. It is further shown by the abstract of title that on September 29, 1934, two actions for damages in claimed amounts of \$5500.00 and \$15,000.00, respectively, were filed in the Common Pleas Court of Scioto County against Volney Taylor and against Miller, doing business as Taylor and Miller. One of these actions (Case No. 27047) was instituted by a person by the name of Ohlen Fulton against the defendants above named, and the other action (Case No. 27048) was one filed by E. A. Black, as Administrator of the Estate of Frank Black, deceased, against said defendants. These actions, I am advised, arose out of an automobile accident in

which Fulton was injured and in which said Frank Black lost his life and in which it is claimed that said Volney Taylor and C. W. Miller, doing business as Taylor and Miller, were in some way negligent. From the abstract of title, it does not appear that there have been any proceedings of any kind in either of these cases for more than a year and no judgment has been rendered in either of these cases.

Nothing is set out in the abstract of title with respect to the taxes on this property. However, from attached receipts which have been filed with you, it appears that the taxes on this property for the year 1936 have been paid; and I assume from this fact that taxes for prior years have likewise been paid. In this situation it would seem that the only taxes which are a lien against this property are those for the year 1937 which may or may not be determined as to amount of this date.

As before mentioned herein, the title to the property here under investigation stood of record in Volney S. Taylor and C. W. Miller at the time the abstract of title and other files were originally submitted to this office for consideration. And in this situation, a part of the files so submitted to me in connection with the proposed purchase of this property was a warranty deed duly executed by Volney S. Taylor and C. W. Miller and by their respective wives conveying this property, on delivery and acceptance, to the state of Ohio. There was likewise submitted at this time contract encumbrance record No. 48 which was made out in the names of Volney S. Taylor and Virginia Taylor, his wife, and C. W. Miller and Irene Miller, his wife. The deed executed by Volney S. Taylor and C. W. Miller and their respective spouses has been superseded by a deed executed by C. W. Miller and Irene Miller under date of September 22, 1936, in and by which the property here under investigation is conveyed to the State of Ohio on acceptance of this deed. This deed has been properly executed and acknowledged by C. W. Miller and Irene Miller, his wife, who thereby releases all of her right and expectancy of dower in this property. Likewise, the form of this deed is such that the same is legally sufficient to convey this property to the State of Ohio by fee simple title with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Obviously, if the transaction for the purchase of this property is closed by the acceptance of the deed tendered by C. W. Miller and Irene Miller, his wife, a new contract encumbrance record will have to be prepared covering the purchase price of this property, which is stated in the contract encumbrance record on file as being the sum of \$1706.74. In other words, in the new contract encumbrance record

the names of Volney S. Taylor and Virginia Taylor, his wife, should be eliminated and the contract encumbrance record should run to C. W. Miller and Irene Miller, his wife. In conclusion, it is hardly necessary for me to say that the transaction for the purchase of this property should not be closed by the payment of the purchase price of the property or of any part thereof until the judgment liens above referred to are released of record by payment or by some other arrangement satisfactory to the judgment creditors. With these observations, I am returning to you said abstract of title, deeds, contract encumbrance record No. 48 and other files which have been submitted to me in connection with this matter.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1424.

CONTRACT BETWEEN COUNTY AND MUNICIPALITY FOR
THE SUPPORT OF COUNTY PRISONERS—EXTRA EXPENSE TO CITY—SERIOUS ILLNESS.

SYLLABUS:

A contract between a county and a municipality whereby the municipality agrees to incarcerate county prisoners for the periods of their respective sentences, which provides especially for reimbursement by the county for extra expense to the city on account of serious illness of any prisoners requiring special treatment, or in the event of any other occurrence causing extra expense to the city, is in accordance with Section 13451-14, General Code, and the city may recover under its terms.

COLUMBUS, OHIO, November 3, 1937.

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

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

“We are inclosing herewith correspondence from our Cincinnati Examiner, together with a form of contract for boarding prisoners in the workhouse in that City, and in connection therewith we submit the following question:

Question: May the City charge the contracting subdivisions for the extra cost of maintaining prisoners confined in