

in your letter. I am not asked, neither do I express any opinion as to whether your approval or the approval of the Court should be given to the plan submitted, this being a matter entirely within your own and the Court's discretion, as provided by law. However, may I say that a great responsibility rests upon you as Superintendent of Building and Loan Associations, in approving the transaction of the nature outlined by you, and it is my judgment that you have full authority, and that you should exercise such authority before issuing your approval to such transactions, to satisfy yourself as to the propriety of the plan, and, if you deem it expedient, to require, as a condition of your approval and consent, that the capital structure of the new corporation, the membership of its board of directors and the personnel of its executives are of such nature and character as to meet your approval and conform to the highest standards of business practice.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3456.

APPROVAL, ABSTRACT OF TITLE, ETC., TO LAND IN HANOVER
TOWNSHIP, ASHLAND COUNTY, OHIO.

COLUMBUS, OHIO, November 15, 1934.

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

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, encumbrance record No. 6, and Controlling Board certificate relating to two tracts or parcels of land in Hanover Township, Ashland County, Ohio, which the state of Ohio proposes to purchase for the use of the Ohio Agricultural Experiment Station and which are described as follows:

Being the North-west Quarter of the South-west Quarter of Section 10, Township 19, Range 16, containing Thirty-five (35) acres of land, more or less; and, also, the West half of the South half of the North-west Quarter of Section 10, Township 19, Range 16, containing Forty (40) acres of land, more or less.

This property is owned of record by William H. Trompower, Minerva Van Scoder, Anna Kuhlmeier, Lois Kellogg, Lillian Sprang, Bernice Westfall and Norman L. Trompower, heirs at law of Rachel A. Trompower, deceased.

Upon examination of the abstract of title of the above described tracts of land, I find that the above named persons, heirs at law of Rachel A. Trompower, deceased, have a good and indefeasible fee simple title to this property, and that the same is free and clear of all encumbrances except the undetermined taxes on the property for the year 1934, which taxes are now a lien upon the property. In this connection, it is noted that under date of February 26, 1907, Rachel A. Trompower, then the owner of this property, executed a mortgage on the property to one Jacob Schmidt to secure the payment of a promissory note of even date therewith, in the sum of two hundred dollars (\$200.00), and it was payable in one

year from that date, together with the interest thereon as therein provided. It does not appear that this mortgage has been cancelled of record. However, on account of the lapse of time from the due date of the instrument secured by this mortgage, I am quite clearly of the opinion that under the provisions of section 8546-2, General Code, and, perhaps, independently of the provisions of this section, this mortgage and the lien thereof have become barred so far as any right of the mortgagee is concerned, and that the state of Ohio on the purchase of this property will hold the same free and clear of this mortgage. As above noted, however, the taxes on this property for the year 1934, although now undetermined as to amount, are a lien upon this property. Inasmuch as the warranty deed tendered to the State by the heirs of Rachel A. Trompower, deceased, above named, conveys this property to the State free and clear of all encumbrances, I assume that it is their intention to pay these taxes or to secure the payment of the same at the time the transaction is closed for the purchase of this property. However this may be, there should be some adjustment made with respect to these taxes before the warrant is issued covering the purchase price of the property.

The abstract does not indicate that this property or any part thereof is now occupied by any person or persons other than the owners of the property, as tenants or otherwise. If, however, as a matter of fact this property or any part of such property is in the actual physical occupation or possession of any person or persons other than the owners thereof, above named, the state of Ohio and its agents in this transaction will be bound to take notice of any rights which such persons may have in this property as tenants under lease or otherwise.

Upon examination of the warranty deed tendered by the above named persons as owners of this property, I find that the same has been properly executed by such persons as grantors in the deed and by the respective spouses of such of said grantors as are married. I further find upon examination of this deed that 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, free and clear of all encumbrances whatsoever, and free and clear of all dower interests in the property now owned by the respective spouses of all of the above named grantors other than Minerva Van Scoder who, it appears, is a widow.

The contract encumbrance record No. 6 which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient unencumbered balance in the proper appropriation account to cover the purchase price of this property, which purchase price is the sum of fourteen hundred dollars (\$1400.00).

It likewise appears from a recital contained in said contract encumbrance record as well as from the Controlling Board certificate, which has been submitted to me, that the purchase of this property has been approved by the Controlling Board and that said Board has released from the appropriation account the money necessary to pay the purchase price of the property.

Subject to the exceptions above noted, I am herewith approving the abstract of title, warranty deed and other files relating to the purchase of this property, and the same are herewith enclosed.

Respectfully,
JOHN W. BRICKER,
Attorney General.