

In the case of *Lindsey vs. State*, 38 O. S. p. 511, Judge Johnson in the course of the opinion said:

“The crime of uttering and publishing is not complete until the paper comes to the hands of someone other than the accused, and if it be sent by mail for the purpose of being there used, the crime is not consummated until it is received by the person to whom it is to be delivered.”

See also the case of *State vs. Douglas*, 114 O. S. 190.

Section 710-176 of the General Code creates one offense, but the guilt thereof might be incurred in any one of four ways, viz., by the making, drawing, uttering or delivering of an instrument contrary to the provisions of the section and an indictment may be drawn to include the four together or to charge any one as a violation. So that, the venue of an offense in violation of Section 710-176, where the instrument is mailed from one county to another, may be in either county, dependent upon the nature of the charge, that is, if a check is drawn or made in one county in violation of this section and is placed in the mails, the crime is complete in the county in which it is mailed, but the uttering and delivery of the check is consummated in the county in which the check is received.

Therefore, in specific answer to your inquiry, I am of the opinion that where a person draws or makes a check in violation of Section 710-176 of the General Code in Marion County, and mails it to Crawford County, the venue of the offense is in Marion County, but the venue of the offense of uttering and delivering such check is in Crawford County where the letter is received.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1517.

COUNTY RECORDER—FEE CHARGEABLE FOR FILING ASSIGNED
CHATTEL MORTGAGE—OPINION NO. 3037, 1928, FOLLOWED.

SYLLABUS:

The amount of the fee to be charged by the county recorder for filing an assignment of a chattel mortgage is the amount provided for the filing of the original mortgage and in addition thereto, six cents for each party to the assignment.

COLUMBUS, OHIO, February 13, 1930.

HON. EMMITT L. CRIST, *Prosecuting Attorney, Circleville, Ohio.*

DEAR SIR:—In your recent communication you request my opinion upon the following question:

“What is the amount of the legal fee to be charged by the county recorder for the filing of an assigned chattel mortgage?”

In connection with your inquiry you are referred to an opinion of the Attorney General found in the Opinions of the Attorney General for 1928 at page 2863, wherein it was held as disclosed by the second branch of the syllabus:

"Where a chattel mortgage is presented with an assignment already made, it is the duty of the county recorder to charge the amount provided for the filing of the original mortgage and in addition thereto, six cents for each party to the assignment."

In other words, the question considered by the then Attorney General is exactly the same as that which you present. Without further discussion, I concur in said opinion for the reasons set forth therein.

You are accordingly advised that the amount of the fee to be charged by the county recorder for filing an assignment of a chattel mortgage is the amount provided for the filing of the original mortgage and in addition thereto, six cents for each party to the assignment.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1518.

APPROVAL, NOTES OF TOWNSEND TOWNSHIP RURAL SCHOOL DISTRICT, SANDUSKY COUNTY—\$45,000.00.

COLUMBUS, OHIO, February 13, 1930.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

1519.

APPROVAL, WARRANTY DEED TO LAND OF EDAR C. MILAR, IN GOSHEN TOWNSHIP, TUSCARAWAS COUNTY, OHIO.

COLUMBUS, OHIO, February 13, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date submitting for my examination and approval a certain warranty deed executed by one Edar C. Milar (widow) by which there is conveyed to the State of Ohio a certain tract of one and three hundredths acres of land, being part of a larger tract of seven and sixty-eight hundredths acres of land in Goshen Township, Tuscarawas County, Ohio, and which land so conveyed is more particularly described in former opinions of this office approving the abstract of title and other proceedings relating to the purchase of this property.

An examination of said warranty deed shows that the same has been signed and otherwise properly executed and acknowledged by Mrs. Edar C. Milar and that the deed is in form sufficient to convey to the State of Ohio a good and