

2562.

## STATUS OF TITLE, PREMISES SITUATED IN WOOD COUNTY, CITY OF BOWLING GREEN, OHIO, IN THURSTIN AVENUE AND ADJACENT PARCELS.

COLUMBUS, OHIO, November 10, 1921.

*Board of Trustees, Bowling Green State Normal College, Bowling Green, Ohio.*

GENTLEMEN:—An abstract has been submitted which was certified by Mayme Kehler, abstractor, Bowling Green, Ohio, September 28, 1921, and you have requested my opinion as to the status of the title to the following described premises as disclosed by said abstract:

Situated in the county of Wood, in the state of Ohio, and in the city of Bowling Green, and bounded and described as follows:

(1) The south fifty (50) feet of out lot number ninety-five (95) in said city of Bowling Green, Wood county, Ohio;

(2) Beginning at the southwest corner of out lot number ninety-seven (97) in said city of Bowling Green, Wood county, Ohio, thence north along the west line of said lot a distance of two hundred seventeen and one-half ( $217\frac{1}{2}$ ) feet, thence east parallel with the south line of said lot a distance of one hundred and twenty (120) feet, thence south parallel with the said west line of said lot a distance of two hundred seventeen and one-half ( $217\frac{1}{2}$ ) feet to the south line of said lot, thence west a distance of one hundred and twenty (120) feet to the place of beginning;

(3) Commencing at the southwest corner of out lot number ninety-six (96) in said city of Bowling Green, Wood county, Ohio, thence north parallel with the east line of Thurstin avenue, one hundred sixty-five (165) feet, thence east sixty and one-fourth ( $60\frac{1}{4}$ ) feet, thence south parallel with the east line of Thurstin avenue to the north line of Wooster street, thence west to the place of beginning;

(4) Commencing sixty and one-fourth ( $60\frac{1}{4}$ ) feet east of the southwest corner of out lot number ninety-six (96) of said city of Bowling Green, Wood county, Ohio, thence north parallel with the east line of Thurstin avenue, one hundred and sixty-five (165) feet, thence east one hundred twenty and one-half ( $120\frac{1}{2}$ ) feet, thence south parallel with said east line of Thurstin avenue to the north line of Wooster street, thence west to the place of beginning;

(5) Commencing one hundred and eighty and three-fourths ( $180\frac{3}{4}$ ) feet east of the southwest corner of out lot number ninety-six (96) in said city of Bowling Green, Wood county, Ohio, thence north parallel with the east line of Thurstin avenue, one hundred and sixty-five (165) feet, thence east sixty and one-fourth ( $60\frac{1}{4}$ ) feet, thence south parallel with said east line of Thurstin avenue to the north line of Wooster street, thence west to the place of beginning.

Said abstract presented some difficulty due to the description in a deed wherein Norton Reed conveyed a part of said premises to Jacob Eckert, because of some question as to the starting point in the description as given. However, it is disclosed in the abstract that said premises were duly platted, which is of record in Plat Record No. 7, page 5.

Said abstract has been supplemented by an affidavit which in substance establishes that the premises above described have been in the possession

of the parties who are now attempting to convey them to the state and their predecessors in title continuously and adversely for more than twenty-one years. In view of this situation it would seem unnecessary to give serious consideration to the doubtful description in the deed above referred to.

After consideration it is the opinion of this department that said abstract, with the supplement above referred to, shows the title to the first described tract to be in the name of Joseph E. Kirk, subject to a mortgage given by the said Joseph E. Kirk and wife to The Wood County Savings Bank Company, Bowling Green, Ohio, to secure the payment of twelve hundred dollars (\$1,200.00) with interest at six per cent, which was executed August 23, 1919, and according to the abstract is unreleased of record. The abstract also shows another mortgage given to George South, Alexander J. Bandede, Morris B. Reider and Kirby I. Shuman, November 20, 1915, for the sum of eight hundred twenty-two and 17-100 dollars (\$822.17), which is set forth on page 46 of the abstract. However, the original mortgage has been submitted, upon which there is a proper release by the parties to whom it was given which was recorded October 20, 1921. The taxes for the year 1921 are unpaid and a lien.

The title to the second tract is shown to be in the name of Benjamin L. Loomis, free from encumbrances, excepting the taxes for the year 1921, which are unpaid and a lien.

According to said abstract the title to the third tract above described is in the name of Martie B. Yost and Mary Ruth Boardman, subject to the dower of George M. Douglas, said parties being the heirs at law of Lottie E. Boardman-Douglas, deceased. Your attention is called to the following language contained in the warranty clause in the deed of Margret Parker to Lucy R. Parker, as shown on page 53 of the abstract:

"Subject to one-half of a balance of \$96.50 on a mortgage on said out lot No. 96, given by the grantor to Sarah Black which said one-half grantee assumes and agrees to pay."

It would be well to determine whether this mortgage has ever been paid. However, this may not be a serious objection in view of the fact that apparently Lucy R. Parker conveys the premises back to Margret Parker, and Margret Parker again conveys the premises to Lottie E. Boardman without reference to said mortgage. The taxes for the year 1921 are unpaid and a lien. No other encumbrances have been noted as to this tract.

The title to the fourth tract is shown to be in the name of Mary M. Wolcott, subject to a mortgage given to Benjamin Bindley, May 24, 1911, to secure the payment of two hundred dollars (\$200.00), with interest at seven per cent, which is unreleased of record and a lien. The taxes for 1921 are unpaid and a lien.

The title to the fifth tract is shown to be in the name of Nancy J. Wetmore, free from encumbrances excepting the taxes for the year 1921, which are unpaid and a lien.

Encumbrance estimates Nos. 3426 to 3430, inclusive, contain the certificate of the department of finance to the effect that there are unencumbered balances legally appropriated in the aggregate sum of ninety-one hundred dollars (\$9,100.00) for the purchase of said premises.

In the event that you purchase said premises you should take proper precautions to protect the state against the liens upon said premises as hereinbefore pointed out.

You have also submitted the deeds executed by the parties in whose names

the premises stand, as heretofore pointed out. It is believed that said deeds have been properly executed and are sufficient, when properly delivered, to convey the interest of said grantors to the state. However, it is noted that Martie B. Yost and husband convey tract number three to the state and a deed is enclosed which conveys the interest of George M. Douglas and Mary Ruth Boardman to said premises to the said Martie B. Yost. This latter deed should be properly recorded to complete the record of the title to said premises in Martie B. Yost.

It is noted that no examination was made by the abstractor in any of the United States courts.

In accordance with your request the abstract, encumbrance estimates, and deeds are returned herewith.

Respectfully,  
 JOHN G. PRICE,  
*Attorney-General.*

2563.

**AUTOMOBILES—EXPENSE OF GASOLINE, OIL, NECESSARY TIRES AND REPAIRS TO AUTOMOBILE OWNED BY PROBATION OFFICER AND USED EXCLUSIVELY FOR JUVENILE COURT WORK MAY BE PAID FROM COUNTY TREASURY—WHEN USED PARTIALLY FOR PERSONAL USE OF OWNER, EXPENSE PROPORTIONED.**

1. *The expense of gasoline and oil, and the necessary tires and repairs to an automobile owned by a probation officer, and used exclusively in carrying out the work of the juvenile court, may legally be paid from the county treasury under the provisions of section 1682 G. C.*

2. *In the event that such automobile is used partially for the work of the court, and partially for the personal use of the owner, separations of such uses must be made, as to determine proportionately the county's share of expense; otherwise, payment may not be made from the county treasury.*

COLUMBUS, OHIO, November 10, 1921.

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

GENTLEMEN:—Receipt is acknowledged of your letter of recent date reading as follows:

“You are respectfully requested to render this department your opinion upon the following questions:

1. May the expense of gasoline and oil and the necessary tires and repairs to an automobile owned by a probation officer and used exclusively in carrying out the work of the juvenile court be legally paid from the county treasury?

2. In the event that such automobile was used partially for the work of the court and partially for the personal use of the owner, may any part of the expense of tires and repairs be legally paid out of the county treasury?

We are enclosing herewith statement of Hon. Homer Z. Bostwick, judge of the juvenile court of Franklin county, and an opinion from the office of the prosecuting attorney, under which the judge has been