

I am aware of *Pierce vs. Indseth*, 106 U. S. 546; *The Gallego*, 30 Fed. 271; *Finson vs. Nicholas*, 28 S. C. 198; *Flemming vs. Richardson*, etc., 13 La. Ann. 414; and *Ralph vs. Gist*, 4 McCord (S. C., Ct. App.) 267. But these cases, likewise, are not controlling, for they were decided by judicial decision extra-statutory. In contrast, around the field of our inquiry, the Ohio Legislature has erected a definite statutory fence and closed the common law gate. These boundaries must be respected. And see also: *Mason vs. Brock*, 12 Ill. 273; *Oelberman vs. Ide*, 93 Wis. 669; *Hinckley vs. O'Farrel*, 4 Blackf. (Ind.) 185; *Carter vs. Burley*, 9 N. H. 558, 569, *Hendrix vs. Boggs*, 15 Neb. 469, 472; *Richard vs. Boller*, 5 How. Prac. 371.

Certain other cases cannot be dispositive of our question for they were decided either under one of the previous forms (3 O. L. 211, passed in 1805; and 29 O. L. 349, supra, passed in 1831) of the statute now Section 32, General Code, which expressly authorized the use of ink, or else they were cases which had no statutory provisions at all which were applicable to them, in contradistinction to our question. *Howe vs. Dawson*, Tappan 169 (1817); *Michenor vs. Kinney*, Wright 459 (1833); *Gazzam vs. Ohio Insurance Company*, Wright 214 (1833); *Johnson vs. Nelson*, 2 Ohio Dec. Reprint 487 (1861); *Osborn vs. Kistler*, 35 O. S. 99 (1878); *Bohe vs. Moon Building Association*, 6 Bull. 124 (1881).

In view of the fact that I deem the above considerations decisive of our question, I do not believe it necessary to make a determination either way upon a further factor about which I have great doubts, that is, whether a rubber stamp seal meets the requirement of Section 31, General Code, which requires that "All official seals shall have engraved thereon the coat of arms of the state \* \* \*". See *Stephens vs. Williams*, 46 Iowa 540.

I have made no attempt to compare the relative merits of the rubber stamping process and the process by which the conventional seal is made. That is a matter for the Legislature. But under the present law, as the Legislature has enacted it, I am of the opinion that a rubber stamp and ink are not proper constituents of the seal with which the statutory law enjoins each notary public to provide himself.

Respectfully,

GILBERT BETTMAN,  
Attorney General.

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2681.

APPROVAL, BONDS OF PORTSMOUTH CITY SCHOOL DISTRICT,  
SCIOTO COUNTY, OHIO—\$16,000.00.

COLUMBUS, OHIO, December 16, 1930.

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

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2682.

APPROVAL, ABSTRACT OF TITLE TO LAND OF WILLIAM GERLACH,  
JR. AND ANNIE E. GERLACH IN CITY OF PIQUA, MIAMI COUNTY,  
OHIO.

COLUMBUS, OHIO, December 16, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from your office over the signature of Mr. Carl L. Van Voorhis, Assistant Commissioner

of the Division of Conservation in your department, submitting for my examination and approval an abstract of title, warranty deed and encumbrance estimate, relating to the proposed purchase by the State of Ohio of a small parcel of land situated in the city of Piqua, Miami County, Ohio. Said parcel of land is owned of record by William Gerlach, Jr., and Annie E. Gerlach, and is a part of Outlot No. 252 in said city as shown of record in Deed Book 187, page 493, Miami County Recorder's Office and is more particularly described as follows:

"Beginning at an iron pipe at the northwest corner of Wm. Gerlach, Jr., and Annie E. Gerlach's tract of land, said pipe also being north 74 deg. 50' east, 400.5 feet from the west line of Washington Avenue, and it also being the northeast corner of Fish Hatchery site owned by the State of Ohio; thence on a line between Hatchery site and Gerlach, South, 195 feet to a point; thence at right angles to said described line, east, 20 feet to a point; thence on a line parallel to said west line first described, north 200.42 feet to a point in said north line of Gerlach tract; thence with said north line, South 74 deg. 50' West, 20.72 feet, to the place of beginning, and containing .091 acres, more or less."

Upon examination of the abstract of title covering the above described parcel of land, I find that said William Gerlach, Jr., and Annie Gerlach have a good and indefeasible fee simple title to said parcel, free and clear of all incumbrances except the taxes for the year 1930, the amount of which is not stated in the abstract.

Upon examination of the warranty deed tendered by said William Gerlach, Jr., and Annie Gerlach, I find that said deed has been executed and acknowledged by said grantors in the manner provided by law and that the form of said deed is sufficient to convey said property to the State of Ohio by fee simple title, free and clear of the dower interests that each of said grantors had in the undivided one-half interest of the other, and free and clear of all incumbrances whatsoever.

Encumbrance Estimate No. 1127, which has been submitted to me as a part of the files relating to the purchase of this property, has been properly executed and approved and the same shows that the purchase price of this property, to wit, the sum of seventy dollars, is to be paid out of the maintenance appropriation.

Said abstract of title, warranty deed and encumbrance estimate are hereby approved and the same are herewith enclosed.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

2683.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND D. AND H. JACOBS PLUMBING COMPANY, CINCINNATI, OHIO, FOR PLUMBING WORK IN POWER HOUSE AND EQUIPMENT BUILDING, LONGVIEW STATE HOSPITAL, CINCINNATI, OHIO, AT AN EXPENDITURE OF \$4,029.00—SURETY BOND EXECUTED BY THE AMERICAN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, December 16, 1930.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works for the Department of Public