

Company, 122 O. S. 45. The following is quoted from said opinion in the Smith case:

“Section 26, as interpreted in *Elder v. Shaffstall*, must be read into the amendment and made a part of the same as if expressly made one of its terms.”

In view of the foregoing, it is my opinion that where divorce actions are pending in Probate Courts by reason of the jurisdiction conferred on such courts under Section 10494, General Code, prior to January 1, 1932, the date upon which the repeal of said section becomes effective, such jurisdiction continues by reason of the provisions of Section 26, *supra*.

Respectfully,

GILBERT BETTMAN,

Attorney General.

3857.

APPROVAL, ABSTRACT OF TITLE TO LAND OF W. C. MOORE IN
THE VILLAGE OF MARYSVILLE, OHIO.

COLUMBUS, OHIO, December 15, 1931.

HON. O. W. MERRELL, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval an abstract of title, deed form, encumbrance estimate and board of control certificate relating to the proposed purchase by the State of Ohio of two certain parcels of land which are owned of record by one W. C. Moore and are located in the village of Marysville, Ohio.

The tracts of land here in question are a part of Survey No. 3351 and are more particularly described as follows:

Beginning at the point of intersection of the center line of Chestnut Street with the south line of the C. C. C. & St. L. Ry. and 25 feet from the center of said track; thence with the south line of said Railroad lands N. 71 deg. East 14.25 poles to a stake at the northwest corner of the C. L. Williams, Trustee, lands; thence with the west line of said land South 19 deg. East 13.21 poles to a stake at the northeast corner of Casper Ruhl's 70/100 acre tract; thence with the north line of said tract South 78 deg. 30' West 16.45 poles to a stake in the center of said Street; thence with the center of said Street, North 8 deg. 15' West 11.02 poles to the beginning.

Containing 1.18 acres, more or less.

Also the following real estate being part of Survey No. 3351, and bounded and described as follows:

Beginning at a stake in the south line of the C. C. C. & St. L. Railway, and 25 feet from the center of the main track, being also

the northeast corner of a parcel of land containing 1.18 acres, more or less, conveyed by J. M. Lentz to W. C. Moore, thence with the south line of said Railroad lands North 71 deg. East 100 feet to a stake in said line; thence with two consecutive lines of the lands of The Williams and McIntire Company, as formed by this conveyance South 19 deg. East 218 feet to a stake and thence South 71 deg. West 100 feet to a stake at the northeast corner of Casper Ruhl's 70/100 acre tract and the southeast corner of W. C. Moore's 1.18 acre tract; thence with the east line of said W. C. Moore's land North 19 deg. West 218 feet to the place of beginning.

Containing 50/100 of an acre, more or less.

Upon a careful examination made by me of the abstract of title submitted, which was certified by the abstracter under date of November 30, 1931, I find that said W. C. Moore has a good and indefeasible fee simple title to the above described property free and clear of all encumbrances whatsoever, except the undetermined taxes for the year 1931. With respect to these taxes, I am in receipt of a certificate from the treasurer of Union County, to the effect that said W. C. Moore has deposited with said treasurer the sum of eighty dollars, and that said sum is sufficient to cover the 1931 taxes on this property.

I have examined the deed form of the warranty deed to be executed by said W. C. Moore and Imogene Moore, his wife, conveying the above described property to the State of Ohio. The form of said deed is such that the same when properly executed and acknowledged by the above named grantors will be legally sufficient to convey the above described property to the State of Ohio, free and clear of all encumbrances whatsoever. In this connection, care should be taken to see that the deed is properly executed and acknowledged by W. C. Moore and wife before the transaction relating to the purchase of this property is closed by the issuance of voucher and warrant therefor. It is further suggested that said deed be executed by Mr. Moore in and by his full Christian name, and not by initials only.

Encumbrance estimate No. 1365 has been properly executed and the same shows that there is a sufficient balance in the appropriation account to pay the purchase price of this property.

It likewise appears from the certificate of the board of control that the purchase price of this property, amounting to the sum of fifty-five hundred dollars, has been released by said board for this purpose.

I am accordingly returning to you with my approval said abstract of title, deed form, encumbrance estimate No. 1365 and control board certificate.

Respectfully,

GILBERT BETTMAN,
Attorney General.