

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Thomas G. Garnes, subject to the following exceptions:

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same. The release shown at section 14 is also defective but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the first continuation, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises.

It is suggested that the proper execution of a general warranty deed by Thomas G. Garnes and wife, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,

C. C. CRABBE,

*Attorney General.*

708.

ABSTRACT, STATUS OF TITLE, SOUTH HALF OF LOT 87, HAMILTON'S  
SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, September 6, 1923.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by Adolph Haak & Co., Abstracters, August 10, 1905, and a continuation thereto made by Adolph Haak & Co., August 22, 1923, and pertains to the following premises:

The south half of Lot 87 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's Office, Franklin County, Ohio, saving and excepting six feet off the rear end thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in George H. Bangham, subject to the following exceptions:

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same. The release shown at section 14 is also defective but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 1 of the last continuation, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Courts, nor in any subdivision thereof.

Taxes for the year 1923, although as yet undetermined, are a lien against the premises.

It is suggested that the proper execution of a general warranty deed by George H. Bangham and wife, if married, will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,

C. C. CRABBE,

*Attorney General.*

709.

ASSISTANT PROBATION OFFICERS—COMPENSATION NOT TO EXCEED TWENTY-FOUR HUNDRED DOLLARS—SECTION 1662 G. C. CONSTRUED.

COLUMBUS, OHIO, September 6, 1923.

SYLLABUS:

*Under the provisions of section 1662 of the General Code as amended April 27, 1923, assistant probation officers may each receive compensation not exceeding twenty-four hundred dollars per annum.*

HON. JESSE H. HAMILTON, *Probate Judge, Lima, Ohio.*

DEAR SIR:—You recently submitted to this department the letter following:

“The last legislature amends section 1662 of the General Code, providing for the compensation of the probation officer, and that also increases the salary of the chief probation office which reads as follows:

‘But the compensation of the chief probation officer shall not exceed \$4,000.00 per annum, and that of the assistants shall not exceed \$2,400.00 per annum.’

You will also notice that the particular section reads that one of such officers shall be known as chief probation officer, and there may be one or more assistants. Such chief probation officer and assistants shall receive such compensation as the judge appointing them may designate at the time of appointing.