

for \$20.00 of the award in favor of his employer, to cover the amount which the employer had advanced to the employe.

The question which you have raised, based upon the foregoing facts, is whether or not the Commission would be warranted in allowing the employer a credit of \$20.00 on its premium by reason of the Commission having failed to honor the assignment above mentioned?

Examination of the Workmen's Compensation Act fails to disclose any authority conferred upon the Commission to allow the credit in question. Specific provision has been made by the act for the classification of occupations and industries, for the fixing of premium rates, and for the adoption of rules for the collection and disbursement of the compensation fund (see section 1465-53 et seq. G. C.), and the act, considered in its entirety, contains no provision which would justify the commission in allowing a credit to the employer in question on his premium account.

The entire amount of the award having been paid by the Commission, it would seem that the doctrine of 1921 Opinions of the Attorney General, Vol. 1, page 444, would apply. The Syllabus to that opinion reads:

"When the Industrial Commission of Ohio has awarded and paid to an injured workman compensation on account of such injury, it is not warranted in reimbursing the employer for money paid by it to said injured employe."

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

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3611.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN SCIOTO COUNTY, OHIO, 75.46 ACRES OF LAND, SURVEY NO. 15890.

COLUMBUS, OHIO, September 20, 1922.

HON. L. J. TABER, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract prepared by Joseph W. Mitchell and certified by him June 14, 1922, inquiring as to the status of the title to 75.46 acres of land situated in survey No. 15890 in Scioto County, Ohio, said premises being more fully described in the abstract and in the deed which is enclosed herewith.

After an examination, it is the opinion of this department that said abstract discloses the title to said premises to be in the name of David A. Cush subject to the objection hereinafter pointed out.

On page 128 of the abstract there is shown a conveyance by William Ramey to R. C. Pritchard in 1915. It does not appear from said conveyance whether or not the said Ramey was married or single. If he were married at the time of said conveyance, and his wife is still living, she would have a dower interest in said premises which has never been released. In view of this situation, it is suggested that before the warrant is delivered in payment for said premises that some one representing your department should investigate to see whether the said William

Ramey was married at the time said deed was executed. Of course, the dower interests of such a party in view of the small value of the land perhaps would not be sufficient to justify your delay in the acceptance of the title. To what extent such a possible dower interest will interfere with your enjoyment of the property is a matter for you to determine.

While the abstract does not show the court records relative to a proceeding in Franklin County in connection with the estate of Charles A. Thomas, the record in the court in reference to this estate has been examined by this department, and it is believed that the conveyance by the administrator of the estate of the said Thomas is proper.

According to the abstract, the taxes for the year 1921 in the amount of \$7.22 have been certified delinquent.

An examination has been made of the deed which has been submitted, and it is believed to be sufficient to convey the interests of the said David A. Cush to the State when properly delivered and accepted. Under the terms of this deed, it will be the duty of the said grantor to pay all taxes which are now a lien upon said premises.

You have further submitted encumbrance estimate No. 2409 which contains the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in the sum of \$380.00 to cover the purchase price of said premises.

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

3612.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN NILE TOWNSHIP, SCIOTO COUNTY, PART OF SURVEY NUMBERED 14,035, 15,423 AND 15,424 VIRGINIA MILITARY LANDS.

COLUMBUS, OHIO, September 20, 1922.

HON. L. J. TABER, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract certified by Joseph W. Mitchell, Abstracter, on July 13, 1922, and inquire as to the status of the title to twenty-three acres of land situated in Nile Township, Scioto County, Ohio, being a part of Survey Numbered 14,035, 15,423 and 15,424 of the Virginia Military Lands, which are more fully described in said abstract and the deed, which are enclosed herewith.

After an examination, it is the opinion of this department that said abstract shows the title to said premises to be in the name of Thomas Monk, subject to a life interest of John W. Monk and Ellen Monk, free from encumbrances excepting the taxes for the year 1922 which are a lien upon said premises.

You have further submitted a deed executed by the said Thomas Monk and the parties above named having a life interest in said estate, which it is believed is sufficient to convey the title to said premises to the State when properly delivered