

4527.

APPROVAL, ABSTRACT OF TITLE TO LAND IN SCIOTO COUNTY,
OHIO.

COLUMBUS, OHIO, July 28, 1932.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You have have submitted for my examination an abstract of title, warranty deed, a plat, copy of authority of the Controlling Board, Encumbrance Estimate No. 809 and a number of affidavits, relating to the proposed purchase of a 340 acre tract of land in Scioto County, Ohio, from the parties who succeeded to the rights in said property upon the death in January of 1930, of one J. K. Thompson, the former owner.

The abstract of title was originally certified by the abstracter named Joseph W. Mitchell. Mr. Mitchell has since died and a continuation certificate, certified under date of July 7, 1932, made by Filmore Musser, an abstracter, has been submitted. Said abstract reveals that said J. K. Thompson received a conveyance in fee simple of said property in November, 1916, (Abstract, Item No. 26). In 1923, said J. K. Thompson conveyed said property to "The Worlds-System—J. K. Thompson, Manager". Information disclosed by an affidavit made by one Clara I. Thompson, widow of said J. K. Thompson, reveals that the said "Worlds-System" was entirely owned, operated and managed by said J. K. Thompson, that no other person, firm or corporation than the said J. K. Thompson ever had any right, title or interest in said "Worlds-System", that said J. K. Thompson intended to transact business under the fictitious name and style of the "Worlds-System", that no business was ever transacted under said name excepting the taking of the title of said property in that name, and that said "Worlds-System" and J. K. Thompson were one and the same legal person and entity. In 18 Corpus Juris, 176, under a paragraph entitled "Assumed or fictitious name", it is stated:

"If there is no grantee and the deed is to a mere fictitious name, it is obviously a nullity; but if there is a person in existence and identified, and delivery is made to him, it makes no difference by what name he is called."

From the foregoing statement of law, it is clear that even after Mr. Thompson made the deed in which a fictitious name was used for the grantee, title to said property remained in him.

Affidavits furnished by said Clara I. Thompson reveal that said J. K. Thompson died on the first day of January, 1930; that said Clara I. Thompson is his surviving widow; that there were two children born as issue of the marriage of said J. K. Thompson and Clara I. Thompson, to wit, Fred M. Thompson, a son, and Mabel C. Brewer, a daughter; that said J. K. Thompson had no other children than those above named; that said J. K. Thompson left no will when he died; that diligent search has been made for such will but none has been found; and that said property was acquired by the decedent by purchase.

At the time of Mr. Thompson's death in January, 1930, Section 8574 of the General Code, as enacted in 110 O. L. 14, which section governed the descent of real property when the decedent died intestate and when the decedent had acquired the property by purchase, read as follows:

"If the estate came not by descent, devise, or deed of gift, it shall descend and pass as follows:

1. To the children of the intestate and their legal representatives.

* * * * *

It will thus be seen that, under the law which existed at Mr. Thompson's death, his children succeeded to the title of said property, subject to the dower right of his widow.

The proposed deed executed by Clara I. Thompson, a widow, Fred M. Thompson, a single man, and Melvin M. Brewer and Mabel C. Brewer, husband and wife, is executed in proper legal form to convey the full interest in said property in fee simple to the State of Ohio, with all necessary releases of dower.

The continuation certificate to the abstract indicates that the taxes and penalties for the year 1931 in the amount of \$37.49 are unpaid and a lien on said property, and that the undetermined taxes for the year 1932 are also now a lien upon said property.

An affidavit by Mrs. Thompson reveals that the debts of said decedent's estate have been fully paid and discharged. Encumbrance Estimate No. 809 shows that there is sufficient money in the proper appropriation account to finance said purchase. The State Controlling Board has given its approval to the transaction.

Enclosed herewith please find all of the documents and papers which were mentioned above as having been received.

Respectfully,

GILBERT, BETTMAN,

Attorney General.

4528.

APPROVAL, ABSTRACT OF TITLE TO LAND IN UPPER SANDUSKY, OHIO, OF THE LITE STAR OIL PRODUCTS COMPANY.

COLUMBUS, OHIO, July 28, 1932.

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

DEAR SIR:—There has been submitted for my examination an abstract of title, warranty deed, Encumbrance Estimate No. 1390, copy of approval of the Board of Control and tax receipts for the first half of the year 1931, relating to the proposed purchase of a 2.4 acre tract of land in Upper Sandusky, Ohio, from The Lite Star Oil Products Company. Said abstract, certified under date of April 19, 1932, and an addenda thereto, just recently furnished in order to clarify some matters with respect to the descent of the title, indicate that The Lite Star Oil Products Company has a good and merchantable fee simple title to said property free and clear of all encumbrances with the exception of the second installment of the taxes for the year 1931 in the amount of \$27.11, and with the exception of the taxes for the year 1932.

Encumbrance Estimate No. 1390 shows that there is sufficient money in the proper appropriation account to finance this purchase. The State Controlling Board has given its approval to the transaction.

The proposed deed executed by The Lite Star Oil Products Company is executed in proper form to convey a fee simple title to the State of Ohio.

Inclosed please find all of the papers mentioned above as having been received.

Respectfully,

GILBERT, BETTMAN,

Attorney General.