

1186.

APPROVAL, ABSTRACT TO PREMISES KNOWN AS LOT NO. 18 IN  
WOOD BROWN PLACE ADDITION, CLINTON TOWNSHIP, FRANK-  
LIN COUNTY, OHIO.

COLUMBUS, OHIO, April 28, 1920.

HON. CARL E. STEEB, *Secretary, Board of Trustees, Ohio State University, Colum-  
bus, Ohio.*

DEAR SIR:—An examination has been made of an abstract certified to by Alfred Neydon & Company, December 2, 1918, and further continued by the said company April 16, 1920, with reference to the following described premises:

“Situated in the state of Ohio, in the county of Franklin and in the township of Clinton, and being lot No. 18 in Wood Brown Place addition in said township of Clinton, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 5, page 196, recorder’s office, Franklin county, Ohio.”

I have information to the effect that this abstract as certified to on December 2, 1918, was submitted to my predecessor. It will be observed that this abstract covers the title to lots 19, 20 and 21 of the Wood Brown Place addition as well as lot No. 18 heretofore described. Investigation discloses that in an opinion of my predecessor issued to you December 20, 1918 (1918 Opinions of the Attorney-General, Vol. II, page 1568) it was held:

“I am therefore of the opinion that said abstract discloses on December 2, 1918, a good title in said lots 19, 20 and 21, in Rhoda J. Sells and Mary K. Sells Bower.

I am returning herewith the abstract submitted by you, without passing favorably upon the same, in so far as it applies to lot No. 18. There are defects in connection with the title to this lot which it seems to me should be corrected before the state accepts title to the same.”

While this opinion does not point out the objection in the mind of the attorney-general as to the title to lot No. 18, upon an examination of the abstract it is believed that his reason for this conclusion is due to the fact that the undivided one-half of said lot No. 18 was conveyed by Lewis Sells and Rhoda Sells, his wife, on September 20, 1898, to France Reed. Said abstract as it existed on December 2, 1918, did not show that the undivided one-half of the premises so conveyed to the said France Reed was ever in any manner reconveyed to the said grantors. Therefore the conclusion of my predecessor in reference to the title as it existed at that time is believed to have been correct. However, the last continuation of this abstract, as heretofore mentioned, at section 3 discloses that a quit claim deed from Francis Reed was executed to Rhoda J. Sells on March 12, 1920. This deed does not disclose whether or not the said Francis Reed at the time of the execution of the deed was married or unmarried. Undoubtedly this quit claim deed to the said Rhoda Sells will complete the title to said lot No. 18 in the said Rhoda Sells and Mary K. S. Tessier (formerly Mary K. S. Bower). However, it should be taken into consideration that if the said Francis Reed at the time of the execution of said deed had a wife living she would have a dower interest in the premises. Of course it will be observed that inasmuch as the said Francis Reed only owned one-half of the lot the dower interest would extend to only one-half. It will further

be observed that the value of this lot as shown upon the tax duplicate is \$40.00, which if correct perhaps will reduce the actual value of said dower interest to a comparatively small amount. In further considering this matter, it is believed that if it is of advantage to the state to purchase said premises you may take into consideration the financial responsibility of the grantors in case they are willing to execute a deed warranting said premises to be free from all incumbrances.

It should be mentioned that in the conveyance of the one-half of lot No. 18 by Lewis Sells and Rhoda J. Sells, as shown at section 32 of the abstract, the grantee was designated as "France" Reed; while in the conveyance of said premises to Rhoda J. Sells on November 12, 1920, as shown in section 3 of the continuation of the abstract, the grantor is designated as "Francis" Reed. In the event that you should enter into a contract to purchase said premises, you should have definite information to the effect that "France" Reed and "Francis" Reed is one and the same person. Under such circumstances it is believed that this inconsistency will not be material.

You are therefore advised that in my opinion said abstract shows a good title to said premises on April 16, 1920, the date of the last continuation thereof, to be in the names of Rhoda J. Sells and Mary K. S. Bower (now Mary K. S. Tessier), subject to the possibility of a dower interest as heretofore referred to and the taxes for the year 1920, the amount of which is undetermined.

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

1187.

APPROVAL, FINAL RESOLUTIONS FOR ROAD IMPROVEMENTS IN  
CLERMONT COUNTY, OHIO.

COLUMBUS, OHIO, April 29, 1920.

HON. A. R. TAYLOR, *State Highway Commissioner, Columbus, Ohio.*

1188.

STATE BOARD OF EMBALMING EXAMINERS—CITIZENSHIP RE-  
QUIREMENTS NOT NECESSARY FOR APPLICANTS—PERSONS  
MUST BE ABLE TO SPEAK AND WRITE ENGLISH LANGUAGE.

1. *The State Board of Embalming Examiners can not refuse the application to be registered for an examination of a person, on the ground that he is not an American citizen.*

2. *A person must be able to speak and write the English language before he can be registered as an applicant to take the examination to be licensed as an embalmer.*

COLUMBUS, OHIO, April 29, 1920.

*State Board of Embalming Examiners, Columbus, Ohio.*

GENTLEMEN:—Your letter of recent date is as follows:

"We respectfully ask for the following opinions:

Can this board refuse the application for examination of a person who is not an American citizen?