

1607.

STATE OPTOMETRY BOARD—NO PROVISION FOR DISCONTINUANCE OF LIMITED EXAMINATION AFTER JANUARY 1, 1920—SEE SECTION 1295-28 G. C.

*Section 1295-28 of the Ohio Optometry Board act makes no provision for the discontinuance of the limited examination therein provided after January 1, 1920.*

COLUMBUS, OHIO, October 4, 1920.

*The Ohio State Board of Optometry, Columbus, Ohio.*

GENTLEMEN:—Acknowledgment is made of the receipt of your recent request for the opinion of this department. Your request contains two questions, the second of which will be reserved for further consideration. Your first question is:

“Section 1295-28. Is the limited examination to be discontinued after January 1, 1920, and only the standard examination given after that date? In special cases could the limited examination be given after the above mentioned date?”

The act of which this section is a part is found in 108 O. L., 73. Section 1295-28 relates to the examinations required of practitioners of optometry. The first part of the section provides what is known as a limited examination for those who have been practicing optometry for two years prior to the effective date of the act.

Those not having been so engaged are obliged to take what is called a standard examination.

While it might have been the intention of the legislature to fix a time limitation within which the limited examination may be taken, no such provision is found in the statute, and therefore the answer to your first question is in the negative.

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

1608.

EXAMINATION, ABSTRACT OF TITLE, PREMISES SITUATED IN FRANKLIN COUNTY, COLUMBUS, OHIO, R. P. WOODRUFF'S AGRICULTURAL COLLEGE ADDITION.

COLUMBUS, OHIO, October 4, 1920.

HON. CARL E. STEEB, *Secretary, Board of Trustees, Ohio State University, Columbus, Ohio.*

DEAR SIR:—An examination has been made of an abstract, certified by F. B. Milligan, Abstracter, on September 30, 1920, and recently submitted by you with the view of determining the status of the title to the following described premises, as disclosed by said abstract:

Situated in the county of Franklin, state of Ohio, and in the city of Columbus, being lot number twenty-five (25) in R. P. Woodruff's sub-

division of the south half of the south half of lot number two hundred and seventy-eight (278) in R. P. Woodruff's Agricultural College Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 3, page 421, Recorder's Office, Franklin county, Ohio.

It is believed that said abstract discloses the title to said premises to be in the name of the Columbian Building and Loan Company on September 30, 1920, the date of certification, subject to the possible incumbrances hereinafter pointed out.

In the conveyance which was made December 8, 1891, the record of which is set forth in section 51, it is not disclosed whether or not Harry McCoy, one of the grantors, was married or single. If he were married at this time it follows that there was no release of dower on the part of his wife. This, of course, may or may not be material, depending upon the facts.

At section 61 a land contract, which was executed January 26, 1912, and recorded on the same date, is set forth in which Mary Doersam, who was owner of the premises, and her husband, parties of the first part, agreed to sell to F. N. Wehr and M. E. Wehr, parties of the second part, the premises under consideration, and to execute to them a deed conveying the premises, when the parties of the second part had complied with certain conditions relative to the payment of the contract price. The contract also contained a provision that it should become void at the option of the parties of the first part upon the failure of the parties of the second part to pay the purchase money or any part thereof. It appears from the abstract that on December 27, 1912, Mary Doersam and her husband conveyed said premises to Rose Fox. While a number of conveyances, including a sheriff's deed in pursuance to a court proceeding, are shown since the conveyance referred to, there is nothing to show that the parties of the second part to the contract above referred to defaulted in their payments under the land contract. It will therefore be observed that if the said F. N. and M. E. Wehr fully complied with their agreement under the terms of the contract, they perhaps would have some rights enforceable in equity by reason thereof.

At section 72 of the abstract the abstracter states that there are a great many foreclosure proceedings upon the records of the courts in which the present owner of the premises under investigation was a party, which he makes no attempt to set forth. However, it is believed that in the event the Columbian Building and Loan Company will execute a conveyance warranting and defending the title to the premises, you may take into consideration their financial responsibility in connection with the irregularities above noted.

The taxes for the year 1920 are a lien upon the premises. The abstract discloses that there was no examination made in any of the United States courts.

The abstract is enclosed herewith.

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

1609.

APPROVAL, FINAL RESOLUTIONS FOR ROAD IMPROVEMENTS IN  
 ERIE AND MERCER COUNTIES.

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

COLUMBUS, OHIO, October 5, 1920.