used shall pay $20.00 per acre. And it is further agreed that said grantee shall not be liable to said grantor, his heirs or assigns for damages of any kind or character caused by subsidence of soil by reason of mining said coal from under same.

To insure quiet enjoyment of the land described, quit-claim deeds should be procured from L. T. Dickason, his heirs at law, his grantees, assigns, and lessees in and to the real estate described.

4. On page 11 appears a warranty deed dated November 15, 1918, to the Shirley Hill Coal Company, a corporation, conveying an irregular strip of ground of one and fifty-eight hundredths acres, more or less, for use as a railroad right-of-way. The abstract does not disclose whether or not this strip of land conveyed forms a part of the land described in the title of this abstract or would cause any interference with the quiet enjoyment thereof. Records in the Secretary of State's office show that this corporation is still in being and active.

To insure quite enjoyment of said real estate a quit-claim deed should be procured from the proper officials of the Shirley Hill Coal Company, its lessees, grantees and assigns.

MOTOR VEHICLES, BUREAU OF: Financial Responsibility Act—when does a judgment become final.

May 3, 1937.

Hon. Benjamin Friedman,
Director, Financial Responsibility Division,
Department of Treasury,
State House,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter dated April 28, 1937, reading in part as follows:

> "With reference to section 3a, Acts 1935, page 414, we desire to know how long the Department must wait in order to place a person under the jurisdiction of the Financial Responsibility Law, where such per-

son has had a judgment rendered against him and a motion for a new trial is filed and denied."

You doubtless refer to section 3 (a) of chapter 113 of the Acts of 1935, which provides as follows:

> "Sec. 3. (a) The operator's license, chauffeur's license, and all of the registration certificates and number plates of any person shall be forthwith suspended by the Department upon receiving from the court in which rendered a certificate in the form prescribed by the Department showing that such person failed to satisfy, within thirty days, any judgment which shall have become *final by expiration without appeal within the time in which appeal might have been perfected or by final affirmance on appeal,* rendered against him by a court of competent jurisdiction in this State or any other state or the District of Columbia, or in any district court of the United States, or by a court of competent jurisdiction in any province, for damages on account of personal injury, including death, or damage to property in excess of seventy-five dollars, resulting from the ownership, maintenance, use or operation hereafter of a motor vehicle." (Our italics.)

The word "final" as applied to judgments may have at least two different meanings. For example, the judgment of the trial court is properly spoken of as "final" when it completely disposes of the action, unless changed by order of an appellate court.

The word "final" may likewise mean the judgment rendered in an action either as the result of an appeal or after all right of appeal has ceased to exist.

As used in the above section it evidently is intended to mean just what the statute so clearly says: "final by expiration without appeal within the time in which appeal might have been perfected or by final affirmance on appeal," * * *.

The time for the expiration of the right of appeal in a civil action in this State expires in one hundred and eighty days from the date on which a motion for a new trial is denied or overruled. A final affirmance on appeal would, I think, extend to and including the date of the affirmance and sixty days within which to file a petition for rehearing, and in

the case of an appeal to the Appellate Court of Indiana would include thirty days additional within which a petition to transfer could be filed.

CONSERVATION, DIVISION OF: Abstract of title to real estate situated in Wells County.

May 3, 1937.

E. P. Wilson,
Assistant State Forester,
Conservation Department,
State Library Building,
Indianapolis, Indiana.

Dear Sir:

I have examined the abstract of the chain of title of the following described real estate, situate in Wells County, Indiana, to-wit:

> "A part of the southwest quarter of the southeast quarter of section two (2), township twenty-six (26) north, range twelve (12) east, bounded and described as follows, to-wit:
>
> "Commencing at the southwest corner of said southeast quarter of section two (2), and running thence north along the west line of said southeast quarter three hundred forty (340) feet, thence east parallel to the south line of said southeast quarter three hundred twenty and three-tenths (320.3) feet to the west bank of the creek running through said southeast quarter, thence south parallel to the west line of said southeast quarter of section 2, three hundred forty (340) feet to the south line of said southeast quarter, thence west along the south line of said southeast quarter three hundred twenty and three-tenths (320.3) feet to the place of beginning, containing two and one half (2½) acres of land."

I find after an examination of the abstract prepared and certified to by John W. Carnall and Sons of Bluffton, Indiana, as of 4:00 P.M., April 20, 1937, that the fee simple title of the above described real estate is in Calvin J. Gerber and Sarah A. Gerber, husband and wife.