

its proprietary functions, it is liable in tort to the same extent as the individual. The same axe hangs over its head and, in my opinion, it has the implied power to take out reasonable indemnity insurance for its own protection when engaged in proprietary activities.

In conclusion I may say by way of condensation, that if moneys are to be recovered by a city because of unauthorized expenditures under void contracts, the action must be taken before the contract becomes fully executed, else the case of the *State, ex rel. vs. Fronizer*, supra, will be encountered, which case precludes recovery except under the circumstances therein set out.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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DISAPPROVAL—GRANT OF EASEMENT IN LAND IN ADAMS  
TOWNSHIP, DARKE COUNTY, OHIO.

COLUMBUS, OHIO, May 19, 1937.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certain grant of easement, No. 792, conveying to the State of Ohio, for the purposes therein stated, a certain tract of land in Adams Township, Darke County, Ohio.

Upon examination of the above instrument, it appears that the property is in the name of the Estate of R. C. Horner and is signed by F. B. Horner, Executor of said estate. However, there is nothing contained in the said instrument that there was authority for the execution of the same by the executor.

I am therefore returning this easement to you without my approval endorsed thereon.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*