

The transcripts are incomplete as to compliance with statutory provisions for the issuance of assessment bonds, and in each case the bonds have not been advertised for sale for four consecutive weeks, commencing on the 16th day of April, 1925, and giving notice of the sale of the bonds on May 9th, 1925.

In accordance with the opinion of the court in the case of state of Ohio vs. Kuhner and King, 107 O. S., page 406, it is necessary for the notice of the sale of such bonds to run throughout the entire period for four weeks as required by section 3924 G. C. The court in construing a similar statute stated :

"In our opinion the word 'for' has some significance as used in this statute, and applying the dictionary meaning thereof, which seems to us clearly indicated by the context, as that most likely meeting the intent of the legislature, such advertisement is required 'during the continuance of' or 'throughout' the period."

"Without taking up the failure of statutory compliance in other respects, the issue will be disapproved for the reason that said bonds have not been legally advertised and sold as required by section 3924 G. C., and you are therefore advised not to purchase said bonds.

Respectfully,
C. C. CRABBE,
Attorney General.

2552.

DISAPPROVAL, BONDS OF VILLAGE OF OAKWOOD, MONTGOMERY COUNTY, \$31,650.00.

COLUMBUS, OHIO, June 8, 1925.

Re: Bonds of Village of Oakwood, Montgomery County, \$31,650.00.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

GENTLEMEN:—An examination of the transcript submitted in connection with the above issue of bonds discloses that the advertisement for the sale of bonds in one of the newspapers publishing the same was first published on Saturday, February 21, 1925, and gave notice of the sale of the bonds on March 20, 1925.

Section 3924 G. C., provides that such bonds shall be advertised for sale for four consecutive weeks. It will be observed that this publication did not continue for a full period of four weeks.

The court in the case of state of Ohio vs. Kuhner and King, 107 O. S., 406, stated as follows :

"Was this a compliance with the requirement of the section that the state highway commissioner shall advertise for bids for two consecutive weeks? In our opinion the word 'for' has some significance as used in this statute, and applying the dictionary meaning thereof, which seems to us clearly indicated by the context as that most likely meeting the intent of the legislature, such advertisement is required 'during the continuance of' or 'throughout' the period."

Applying this reasoning of the court to section 3924 G. C., it must necessarily bear the same construction as the statute in question in the foregoing case. It is necessary that bonds be advertised for sale throughout the entire period as required by statute. In view of the fact that these bonds have not been advertised and sold in accordance with the foregoing statute, you are advised not to purchase the same.

Respectfully,

C. C. CRABBE,
Attorney General.

2553.

ABSTRACT, STATUS OF TITLE, NORTH HALF OF LOT NO. 60, OF HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, June 9, 1925.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department for our opinion, discloses the following:

The abstract under consideration was prepared by Adolph Haak & Company, abstractors, under date of August 10, 1905, with continuations thereto under date of November 26, 1924, and June 1, 1925, by E. M. Badridge, and pertains to the following premises:

Being the north half of lot No. 60, of Hamilton's Second Garden Addition, excepting six feet off the rear end thereof reserved for an alley, as the same is numbered and delineated upon the recorded plat thereof, of record in plat book 7, page 186, recorder's office, Franklin county, Ohio.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Homer B. McColley, subject to the following exceptions:

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same.

The release shown at section 14 is also in defective form, but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown, at section 3 of the continuation of November 20, 1924.

The abstract shows no examination in the United States district or circuit courts, nor in any subdivision thereof.

The taxes for the last half of the year 1924 amounting to \$29.43 are unpaid and a lien. The taxes for the year 1925 the amount not yet determined, are a lien against the premises.

There also appears on the treasurer's duplicate an unpaid balance of an assessment for the improvement of Clara street amounting to \$24.99, the next installment of which amounting to \$12.49, with interest, will be due and payable in December, 1925.

It is further suggested that the proper execution and delivery of a general war-