

3636.

APPROVAL, BONDS OF EAST YOUNGSTOWN, MAHONING COUNTY, \$5,000.00, FOR THE PURPOSE OF INSTALLING A POLICE SIGNALING AND REPORTING MAINTENANCE SYSTEM.

COLUMBUS, OHIO, September 27, 1922.

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

3637.

APPROVAL, BONDS OF CITY OF EAST YOUNGSTOWN, \$5,000, FOR PURPOSE OF INSTALLING FIRE ALARM AND TELEGRAPH SYSTEM.

COLUMBUS, OHIO, September 27, 1922.

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

3638.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN CITY OF AKRON, SUMMIT COUNTY, PART OF LOT NO. 71, 1.445 ACRES OF LAND.

COLUMBUS, OHIO, September 28, 1922.

HON. GEORGE FLORENCE, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract which was certified by The Bankers Guarantee Title & Trust Company of Akron, Ohio, on December 5, 1921, and inquired as to the status of the title as disclosed by said abstract to the following described premises:

Situated in the city of Akron, county of Summit and state of Ohio and known as part of the original lot Number 71, Ely tract, number five (5). Said premises being bounded as follows: Beginning at a stone in Hickory Street at the intersection of the premises of Carl Bahr S 33 degrees E

196.62 feet to a stone in said street, thence S. 55 degrees W. 231.5 feet, thence W. by N. along the boundary line of the P. A. and W. R. R. 288 feet to the premises of Carl Bahr, thence N. 61 degrees 15 minutes E. 375.5 feet to the place of beginning, containing 1.445 acres of land.

After an examination, it is believed that said abstract discloses the title to said premises to be in the names of Charles Bahr, Bertha Grevesmuehl, Lydia Schneider, Lillie Kroeger, Ella G. Dorner, Louis H. Bahr, Ernest H. Bahr and William J. Bahr, being the heirs at law of Henrietta Bahr and Charles Bahr, deceased.

You have further submitted a warranty deed executed by the above named heirs in which the husbands and wives of said heirs have properly released their dower, which said deed is of record in volume 858, page 515 of the Deed of Records of Summit County, in which said premises are conveyed to The People's Savings and Trust Company as trustee.

You have further submitted an agreement entered into between yourself as Adjutant General of Ohio and The T. E. McShaffney Construction Company which discloses the nature of the trust.

You have further submitted a deed executed by the said People's Savings and Trust Company conveying the said premises to the State of Ohio, which said conveyance seems to be in accordance with the intent and purposes for which the said trust was created, and sufficient to convey the title to said premises to the State.

It will be observed that the abstract only covers the title up to the time it was certified to, that is, December 5, 1921. The premises were conveyed to the Trust Company above named on the same day. Inasmuch as the said Trust Company warrants the title to said premises against encumbrances placed upon the land during the time which they have held the same, it would seem unnecessary to require the abstract brought down to date in view of the known responsibility of the present grantors.

There has also been submitted an affidavit stating that all bills arising on account of the recent building constructed upon said premises have been paid.

However, your attention is invited to the fact that according to the abstract, and in so far as any evidence appears before me, the taxes for the year 1921 have not been paid and would be a lien upon the premises. The taxes for the year 1922 are also a lien. Under the terms of the deed and contract it will be the duty of the grantors to pay the taxes for the year 1921.

Your attention is further called to the fact that according to the certificate of the abstracter, no examination was made "for assessments for any public improvement." In view of this situation it will necessitate your determining to your satisfaction whether or not there are any special assessments of any kind for such public improvements which could operate as a lien upon said premises.

You have further submitted Encumbrance Estimate No. 3756 which contains the certificate of the Director of Finance to the effect that there are encumbered balances legally appropriated in the sum of \$15,000 to cover the balance due on account of said purchase.

The deeds, abstract, agreement, affidavit and encumbrance estimate are being returned herewith.

Respectfully,
JOHN G. PRICE,
Attorney-General.