

2822.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES
AS AUDITOR OF STATE—JOSEPH T. TRACY.

COLUMBUS, OHIO, January 15, 1931.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—You have submitted a bond upon which you appear as principal and the Consolidated Indemnity & Insurance Company appears as surety to cover the faithful performance of your duties as Auditor of State, from the 12th day of January, 1931. Said bond is for the penal sum of \$20,000.00.

Finding that said bond has been executed in proper legal form, I hereby approve the same as to form, and return the same herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2823.

APPROVAL, ABSTRACT OF TITLE TO LAND OF WILLIAM M. WIKOFF
IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, January 15, 1931.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval, an abstract of title, warranty deed form and encumbrance estimate No. 2075, relating to the proposed purchase of two certain lots owned of record by one William M. Wikoff in the city of Columbus, Franklin County, Ohio, which are more particularly described as follows:

“Being Lots Twenty and Twenty-one of John W. Burton’s Subdivision of the north one-half of the south half of Lot 278 in R. P. Woodruff’s Agricultural College Addition, to the said City of Columbus, Ohio, as the same is numbered and delineated on page 350, Plat Book 3, Franklin County, Ohio records.”

Upon examination of the abstract of title submitted, which is certified by the abstracter under date of January 8, 1931, I find that said William M. Wikoff has a good and indefeasible fee simple title to the above described real property, subject only to the inchoate dower interest of his wife, Catherine A. Wikoff, and free and clear of all incumbrances except the taxes for the last half of the year 1930, amounting to the sum of four dollars and eighty-four cents, and which are due and payable in June, 1931.

Upon examining the abstract, I find that there is a pending suit against said William M. Wikoff which was filed against him in the Common Pleas Court of Franklin County, Ohio, by one U. G. McCray under date of January 21, 1930, in which a judgment for damages in the sum of five thousand dollars is prayed for against said William M. Wikoff. It appears further that said case is at issue, and in this situation the case

may be set down and tried at any time, subject to the rules governing said court in the assignment and trial of cases.

It is obvious that if any judgment is rendered against said William M. Wikoff in the case above referred to, before the transaction relating to the purchase of this property is closed by the execution and delivery of the deed of said William M. Wikoff and wife to the state of Ohio, such judgment will be a lien upon the above described property. In this situation a check should be made of the proceedings in said case before the warrant is issued for the purchase of the property.

With said abstract of title there is submitted to me a deed form of the warranty deed to be executed and acknowledged by said William M. Wikoff and by Catherine A. Wikoff. The form of said deed is such as when the same is properly executed and acknowledged by said grantors, it will convey to the state of Ohio a fee simple title to the property above described, free and clear of the dower interest of said Catherine A. Wikoff and free and clear of all incumbrances whatsoever, except taxes due and payable on and after June 30, 1931. Care should be taken to see that said deed is properly executed and acknowledged by William M. Wikoff and by Catherine A. Wikoff, his wife, before the warrant is issued for the purchase of the property, and said deed, when executed, should be submitted to this office for examination and approval.

Upon examination of encumbrance estimate No. 2075, covering the purchase price of the property here under investigation, I find that the same has been properly executed and approved and that there is shown thereby a sufficient balance in the appropriation account to pay the purchase price of said property, which purchase price is the sum of six hundred dollars.

It likewise appears from a recital in said encumbrance estimate that the money necessary to pay the purchase price of said property has been released by the proper action of the board of control.

I am herewith returning to you, with my approval, said abstract of title, warranty deed form and encumbrance estimate No. 2075.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2824.

MUNICIPAL ORDINANCE—WARRANT IN PAYMENT OF AN OBLIGATION
AUTHORIZED—PUBLICATION NOT REQUIRED AND ORDINANCE
NOT SUBJECT TO REFERENDUM—WHEN EFFECTIVE.

SYLLABUS:

1. *An ordinance or resolution of a municipality authorizing the issuance of a warrant in payment of an obligation as provided in paragraph (d) of Section 5625-33, General Code, is not required to be published and is not subject to referendum under the general laws in the absence of a charter provision applicable thereto.*
2. *Such ordinance or resolution is effective upon being passed by council and acted upon by the mayor.*