

5394.

APPROVAL—BONDS OF TOLEDO CITY SCHOOL DISTRICT,  
LUCAS COUNTY, OHIO, \$6,000.00.

COLUMBUS, OHIO, April 20, 1936.

*Industrial Commission of Ohio, Columbus, Ohio.*

5395.

APPROVAL—CERTAIN GUARANTEED CERTIFICATES OF  
TITLES, ETC., TO LAND IN CINCINNATI, HAMILTON  
COUNTY, OHIO, OWNED BY THE RIDING CLUB OF CIN-  
CINNATI, OHIO FOR ARMORY PURPOSES.

COLUMBUS, OHIO, April 20, 1936.

HON. EMIL F. MARX, *Adjutant General, Columbus, Ohio.*

DEAR SIR: There have been submitted for my examination and approval certain guaranteed certificates of title, warranty deed, contract encumbrance record No. 92, and Controlling Board certificate, relating to the acquisition by the state of Ohio for armory purposes of certain real estate heretofore owned and held by The Riding Club of Cincinnati, which real estate and property acquired are situated in the city of Cincinnati, Hamilton County, Ohio, and are more particularly described as follows:

All that tract of land in the City of Cincinnati, Hamilton County, Ohio, being part of Lots 48 and 49 on the plat of the Mitchell-Armstrong Syndicate 2nd Subdivision, as recorded in Plat Book No. 13 page 131 Hamilton County Records, beginning at the northeast corner of Reading Road and Asmann Avenue, (formerly Hopkins Avenue); thence east along the north line of Asmann Avenue (formerly Hopkins Avenue) nine hundred and fifty (950) feet more or less to the west line of property conveyed to The City of Cincinnati for street, boulevard, and park purposes, by Eugenia H. Bragg, by deed dated April 23, 1912, and recorded in Deed Book No. 1065 page 255 Hamilton County Ohio Records; thence north along said west line three hundred and eighty-five (385) feet more or less to the north line of said lot 49; thence west along the north line of said lot four hundred and ninety-five (495) feet

more or less to the east line of Reading Road; thence south-westwardly along said easterly line five hundred (500) feet more or less to the place of beginning, containing five and 92/100 (5.92) acres more or less; Being the same property conveyed to the Grantor by Caleb S. Bragg et al. by deed dated January 15, 1920 and recorded in Deed Book 1206, page 346, Records of Hamilton County, Ohio; and all the ESTATE, TITLE and INTEREST of the Grantor, either in Law or Equity, in and to the said buildings, structure and other improvements; TOGETHER with all the privileges and appurtenances to the same belonging.

Upon examination of the certificates of title submitted, both of which were executed by The Title Guarantee and Trust Company of Cincinnati, Ohio, and one of which was executed under date of February 26, 1920, at or about the time The Riding Club of Cincinnati acquired this property by deed of conveyance executed by Caleb S. Bragg, et al., and the other of which was executed under date of April 9, 1936, I find that at the time The Riding Club of Cincinnati executed its warranty deed conveying this property to the state of Ohio, The Riding Club of Cincinnati had a good and indefeasible fee simple title to the property, free and clear of all encumbrances except taxes on the property for the last half of the year 1935 in the amount of \$800.24 which are a lien upon the property and except, further, certain assessments which stand as an apparent lien against the two parcels of land which make up the tract of land above described. These assessments, which will be further referred to later on in this opinion, are set up in the certificate of title executed under date of April 9, 1936, as follows:

“Unpaid assessments for improvement of Reading Road:

	<i>270 ft. irr.</i>	<i>150 ft. irr.</i>
Due Dec. 1932.....	\$68.87	\$117.06
Due Dec. 1933.....	66.57	113.16
Due Dec. 1934.....	64.28	109.26
Due Dec. 1935.....	61.98	105.36
Due Dec. 1936.....	59.69	101.45
Due Dec. 1937.....	57.39	97.55
Due Dec. 1938.....	55.10	93.65
Due Dec. 1939.....	52.80	89.75
Due Dec. 1940.....	50.50	85.85
Due Dec. 1941.....	48.21	81.95
Total .....		\$1580.43.”

Upon examination of the warranty deed which was executed by The Riding Club of Cincinnati under date of April 9, 1936, by the hands of its President and Secretary, pursuant to authority conferred upon them by the Trustees and by the life members and the regular members of The Riding Club of Cincinnati, by resolutions duly adopted at meetings held for this purpose, I find that said warranty deed has been properly executed and acknowledged and that the form of said deed is such that it is legally sufficient to convey the above described property to the state of Ohio by indefeasible fee simple title, and that the purpose and intent of this deed is to convey this property to the state, free and clear of all encumbrances whatsoever.

By the terms and conditions of the agreement heretofore made and entered into by and between The Riding Club of Cincinnati and your department, the same in effect were and are that the above described real property, including the buildings and other appurtenances thereon, and the furniture and equipment owned and held by The Riding Club of Cincinnati in and upon this property should be conveyed to the state of Ohio for a stated consideration of \$85,000.00, \$65,000.00 of which are to be paid by warrant or warrants therefor to be delivered to The Riding Club of Cincinnati, and \$20,000.00 of the aggregate consideration to be paid for this property was and is to be represented by the Helen Street armory property now owned by the state, which, as a part of this arrangement, is to be conveyed to The Riding Club of Cincinnati. In this connection, you submit as a part of the files relating to the acquisition of the above described property, contract encumbrance record No. 92. This instrument has been properly executed and the same shows an unencumbered balance in the appropriation account to your office and department for this purpose sufficient in amount to pay to The Riding Club of Cincinnati the above stated sum of \$65,000.00, which is the amount of money which this corporation is to receive in connection with this conveyance.

It further appears by recital in this contract encumbrance record, as well as by certificate over the signature of the Director of Finance as President of the Controlling Board, that the acquisition of the above described property has been approved by the Controlling Board and that the sum of \$65,000.00 has been released from the appropriation account standing to the credit of your department for payment on the purchase price of this property.

The acquisition of the above described real property in the name of the state of Ohio is within the authority conferred upon you by House Bill No. 93 passed by the 91st General Assembly under date of May 23, 1935, 116 O. L., 465, and by the provisions of Amended Senate Bill No. 401 making appropriations to the office of the Adjutant General, which enactment is a general appropriation act passed by the legislature amending section 1 of House Bill No. 531, which contained a like provision author-

izing the acquisition of real estate for armory purposes and the exchange of other property owned by the state therefor.

It follows from what has been said above that the title of The Riding Club of Cincinnati in and to the above described property is approved subject only to the exceptions above noted with respect to unpaid taxes and assessments. The warranty deed, contract encumbrance record and other files submitted in connection with the purchase of this property are likewise approved.

With respect to the taxes and assessments which stand as a lien upon this property, it is suggested that the same should be adjusted in accordance with an agreement therefor heretofore made and understood by and between The Riding Club of Cincinnati and by your department and this office representing the state in the transaction. That is, upon your receipt of this opinion otherwise approving the title of The Riding Club of Cincinnati in and to this property and approving the warranty deed and other files relating to the purchase of the property, you are to issue a voucher payable to The Riding Club of Cincinnati for the full amount of \$65,000.00. When this voucher, together with the other files relating to the purchase of this property, is submitted to the Auditor of State, he should issue three warrants to cover the voucher issued in your office. One of these warrants for the sum of \$800.24 is to be made payable to The Riding Club of Cincinnati and is to be endorsed by this corporation through the hand of an authorized officer to the Treasurer of Hamilton County in payment of the unpaid taxes for the last half of the year 1935 which stand as a lien upon this property. Another warrant in the sum of \$1580.43 should be made payable to The Riding Club of Cincinnati, which warrant, after the same has been endorsed by this corporation by the hand of one of its authorized officers, is to be delivered to The Central Trust Company in escrow pursuant to the terms of an escrow agreement made and entered into by and between The Riding Club of Cincinnati and The Central Trust Company, above referred to. The necessity for this escrow agreement arises from the fact that the validity of the assessments above noted against this property for the improvement of Reading Road is in litigation in a cause and proceeding now pending in the Common Pleas Court of Hamilton County, which court has issued a temporary injunction restraining the collection of these assessments but which has not as yet made any final determination with respect to the validity of these assessments. By the terms of the escrow agreement which has been approved by me and a copy of which is herewith enclosed, payment of the moneys in the hands of The Central Trust Company as the proceeds of the warrant in the sum of \$1580.43 to be endorsed over and delivered to it, is to be made by said bank in accordance with the final judgment and order of the court with respect to the validity and amount of the assessments against this property.

A third warrant should be issued payable to The Riding Club of Cincinnati for the sum of \$62,619.33, the same being the balance of said sum of \$65,000.00 left after the payment of the taxes and assessments on the property in the manner above indicated.

In connection with the files above referred to relating to the purchase and acquisition of the above described real property, there has been submitted to me a bill of sale duly executed by The Riding Club of Cincinnati by the hands of its President and Secretary by which there is granted, conveyed and set over to the state of Ohio all of the furniture and equipment of The Riding Club of Cincinnati in and upon the above described property, which furniture and equipment are set out by items in the schedule which is made a part of this bill of sale. This bill of sale is approved as an instrument in proper form for the purpose for which the same was executed and this instrument, together with the other files above referred to, are herewith enclosed.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

5396.

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APPROVAL—BONDS OF MONTGOMERY COUNTY, OHIO,  
\$10,000.00.

COLUMBUS, OHIO, April 21, 1936.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

5397.

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APPROVAL—BONDS OF TOLEDO CITY SCHOOL DISTRICT,  
LUCAS COUNTY, OHIO, \$24,000.00.

COLUMBUS, OHIO, April 21, 1936.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

5398.

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APPROVAL—BONDS OF VILLAGE OF SHEFFIELD LAKE,  
LORAIN COUNTY, OHIO, \$850.00.

COLUMBUS, OHIO, April 21, 1936.

*Industrial Commission of Ohio, Columbus, Ohio.*