

taxes for the year 1929 became a lien on said premises. It is assumed that a complete adjustment with respect to these taxes was made at the time the transaction with respect to the purchase of this property was closed.

I am herewith returning to you said addendum to the abstract of title above referred to, the warranty deed of Mell C. Gabriel, and the quit-claim deed of Ralph Bowsman and wife.

Respectfully,  
 GILBERT BETTMAN,  
*Attorney General.*

400.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN THE VILLAGE OF  
 BEREA, OHIO, FOR STATE ARMORY SITE.

COLUMBUS, OHIO, May 13, 1929.

HON. A. W. REYNOLDS, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a statement of title and warranty deed covering a part of Outlot No. 10 in the village of Berea, Ohio, which is being donated to the State of Ohio by said village as a site for the construction of a state armory building. In this view, the transaction is within the authority conferred by Section 3631, General Code, which among other things, empowers a municipal corporation to acquire land for the purpose of donating the same in fee simple to the State of Ohio as a site for the erection of an armory, and by Section 5239, General Code, which provides that the Adjutant General may receive donations of land for such purposes.

The statement of title submitted, which has been prepared by The Cuyahoga Abstract Title and Trust Company, shows that the village of Berea has a good title to said parcel of land, free and clear of all encumbrances except taxes for the last half of 1928, undetermined taxes for the year 1929 and any special assessments that may have been levied against this property.

In all probability the statement of title prepared and submitted by the efficient and responsible abstract company above mentioned, is correct, but in the nature of the case this department cannot arrive at any independent conclusion with respect to the title of this property, or assume any responsibility with respect to the same, without a complete abstract of title, or such other information in addition to said statement of title furnished by said abstract company, as will convince me that said statement is correct. In this connection it is to be noted that said statement of title recites that the examination upon which said statement is made, was made for and at the instance of the village of Berea and one L. A. Maher. By reason of this recital as well as independent thereof, there is no privity of contract between the abstract company and the State of Ohio with respect to the correctness of said statement of title or the examination upon which the same is made; and said abstract company assumes no responsibility to the State of Ohio as to the correctness of said statement of title. For the reason above stated, this department is unable to approve the title of the property here in question on the statement of title submitted.

The warranty deed submitted has been properly executed by the acting mayor and by the clerk of the village of Berea in pursuance to the authority vested in them for the purpose by resolution of the village council, adopted at regular meeting held April 22, 1929; and said deed is in form sufficient to convey to the State of Ohio the

fee simple title to said tract of land free and clear of all encumbrances and adverse claims covered by the special warranty which is made a part of this deed. The covenant of warranty of this deed is as follows:

“And the said grantor for itself, its successors and assigns, hereby covenants with the said grantee, its successors and assigns, that said premises are free and clear of all encumbrances whatsoever, by, from, through or under said grantee, and the said grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the said grantee, its successors and assigns, against the lawful claims of all persons claiming by, from, through or under the grantor herein.”

No reason is apparent why the village in this case should not give to the State of Ohio a deed in fee simple for this land, with a general covenant of warranty against encumbrances and adverse claims in the usual form. For the reason here noted, said deed is likewise rejected.

I am herewith inclosing said statement of title, deed and other files for such further action as you may desire to take, in line with the suggestions made in the foregoing opinion.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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401.

APPROVAL, BONDS OF VILLAGE OF GRANDVIEW HEIGHTS, FRANKLIN COUNTY, OHIO—\$82,000.00.

COLUMBUS, OHIO, May 13, 1929.

*Industrial Commission of Ohio, Columbus, Ohio.*

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402.

DISAPPROVAL, BONDS OF WILLIAMS COUNTY—\$17,388.15.

COLUMBUS, OHIO, May 13, 1929.

Re: Bonds of Williams County, Ohio—\$17,388.15.

*Industrial Commission of Ohio, Columbus, Ohio.*

GENTLEMEN:—I have examined the four transcripts relative to the above issue of bonds.

Proceedings for the four road improvements hereinafter referred to were started in the year 1927 and references herein made are to the statutes applicable thereto prior to amendment by the 87th General Assembly.

The transcript covering the issue in the amount of \$2,965.80, being Kunkle road