

an express provision specifically providing that municipal power proper to be exercised by the city of Toledo shall be exercised and enforced in the manner prescribed by the charter or by statute, whether the said powers be expressly prescribed in said charter or not. See Section 3, *supra*.

The laws of the State imposed upon the municipal civil service commission of the city of Toledo before the said charter was adopted, the duty of administering the civil service of the Toledo City School District. The charter having abolished the said civil service commission theretofore existing and imposed on the civil service commission created by said charter corresponding duties with reference to municipal civil service, it clearly follows that by force of Section 3 of said charter, the duties imposed by statute on the former existing civil service commission which was abolished devolve upon the civil service commission created by charter.

I am therefore of the opinion, in specific answer to your question, that the Civil Service Commission of the city of Toledo, created by the charter thereof, is charged with the duty of administering the civil service of the Toledo City School District.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2539.

APPROVAL, ABSTRACT OF TITLE TO LAND OF GRANT D. CURTIS IN
THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, November 17, 1930.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—In Opinion No. 2519 of this office, directed to you under date of November 8, 1930, I had under consideration the abstract of title, special warranty deed of one Grant D. Curtis and encumbrance estimate No. 685, relating to a certain parcel of land in the city of Columbus, Franklin County, Ohio, the same being part of fractional inlot No. 120 in said city, as delineated upon the recorded plat in Deed Book F, page 332, Recorder's Office, Franklin County, Ohio, and which parcel of land is more particularly described by metes and bounds in said former opinion. Although in said former opinion above referred to no question was made with respect to the title by which the respective interests of Grant D. Curtis and G. Stark Frambes in said property were held and no question was made as to the execution and form of the special warranty deed of said Grant D. Curtis, and said encumbrance estimate was found to be in proper form, yet, inasmuch as the special warranty deed tendered by said Grant D. Curtis is effective to convey this property to the State of Ohio, subject to whatever interest said G. Stark Frambes may have under the ninety-nine year lease by which he holds this property, which leasehold may likewise be subject to the lien of the judgment against said G. Stark Frambes, mentioned in said former opinion, I advised you in said opinion not to rely upon said special warranty deed for the acquisition of this property but that you should pay into the probate court of this county the amount of money awarded by the jury as compensation for said property in the appropriation action and proceeding referred to in said opinion.

Since said former opinion was written the probate court of Franklin County, by an entry filed and journalized in said appropriation case and proceeding, has provided that upon payment of said compensation money into said court, or upon payment thereof to the parties entitled thereto, title to said property and to the several

interests of said parties defendant should vest in the State of Ohio. Giving effect to the order of the court in said appropriation case and proceeding, you are hereby advised to make payment of the amounts due to said Grant D. Curtis and to C. M. Wambaugh according to the contract and agreement entered into by and between said Grant D. Curtis and the State of Ohio under date of October 16, 1930, and in accordance with encumbrance estimates and vouchers calling for the payment to said Grant D. Curtis of the sum of forty-eight thousand twenty-two dollars and six cents and to said C. M. Wambaugh the sum of five hundred dollars. Upon the issuance of warrants for the payment of said respective sums of money to said Grant D. Curtis and C. M. Wambaugh, I will take from said Grant D. Curtis a receipt and acquittance of the compensation money due to him under the award of the jury in the appropriation case, which receipt will be filed as a part of the record in said case. When this is done the title of the State of Ohio to this property will be completed by a proper order of the court and entry thereof, finding that the money awarded by the jury as compensation in this case has been paid to said Grant D. Curtis, the only party defendant in said appropriation case entitled thereto, and finding further that by reason of such payment the State of Ohio has the title to said property and to the interests of each and all of the defendants therein.

With respect to the deed of special warranty tendered by Grant D. Curtis, I see no reason why the same should not be accepted by the state, although, as above noted, the State of Ohio is depending for its title to this property upon said appropriation case and proceeding and the payment by it of the money awarded by the jury as compensation for said property rather than upon said deed.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2540.

APPROVAL, BONDS OF VILLAGE OF MILTON, MIAMI COUNTY, OHIO—
\$6,000.00.

COLUMBUS, OHIO, November 17, 1930.

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

2541.

APPROVAL, FINAL RESOLUTION FOR ROAD IMPROVEMENT IN LAKE
COUNTY, OHIO.

COLUMBUS, OHIO, November 17, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*