

Finding said lease in proper legal form, I hereby approve the same and return it herewith to you, together with all other data submitted in connection therewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3092.

APPROVAL, ABSTRACT OF TITLE TO LAND OF JACOB ROBINS
AND SARAH ROBINS IN THE CITY OF COLUMBUS, FRANKLIN
COUNTY, OHIO.

COLUMBUS, OHIO, March 24, 1931.

State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—In Opinion No. 3072, directed to you under date of March 21st, 1931, I found that, subject to certain exceptions therein noted, Jacob Robins has a good indefeasible fee simple title to a parcel of land and the appurtenances thereunto belonging situate in the City of Columbus, Franklin County, Ohio, and more particularly described as thirty-one feet east and west by ninety feet north and south out of the northwest corner of Inlot No. 126 in said city, as the same is numbered and delineated on the recorded plat thereof of record in Deed Book "F," page 332, Recorder's Office, Franklin County, Ohio.

One of the exceptions noted in said opinion with respect to the title of said Jacob Robins was predicated upon the fact that under date of June 29th, 1926, said Jacob Robins and Sarah Robins, his wife, executed to one Harry Gilbert a lease upon the above described premises for the term of ninety-nine years, renewable forever, which lease was thereafter on the 12th day of July, 1926, assigned by said Harry Gilbert and Fannie Gilbert, his wife, to The Broad Front Realty Company, a corporation under the laws of Ohio, which company is now the owner and holder of said lease.

This particular exception to the title of Jacob Robins above noted is obviated by the quit-claim deed executed by The Broad Front Realty Company conveying the above described property to the State of Ohio, which deed properly executed has been tendered to the state and will be legally delivered and accepted upon the issuance of the warrant or warrants covering the purchase price of this property.

A further exception to the title of Jacob Robins in and to the above described property, noted in said former opinion, was predicated upon a lease executed by The Broad Front Realty Company to one Abe Schusterman, under date of August 11th, 1926, by the terms of which the storeroom and basement in the above described premises was leased to said Abe Schusterman for a term commencing on the 1st day of October, 1927, and ending on the 31st day of May, 1931. It appears that this lease was later assigned by said Abe Schusterman to one Milton W. Palestrant, who, on March 20th, 1931, surrendered said lease and all his rights thereunder to The Broad Front Realty Company, which company at the time accepted the surrender of said lease and discharged the holder of the lease from all liability thereon. These facts appear by endorsement upon the original lease which has been turned over to you as part of the files relating to the purchase of this property. Needless to say, the facts above noted obviate the exception above noted predicated upon said lease.

Still a further exception noted to said title in said former opinion was one predicated upon the lease executed by The Broad Front Realty Company, under

date of October 1st, 1927, to the Columbus Council Boy Scouts of America, by which instrument there was leased and demised to said organization the entire third floor of the above described premises for use for office and assembly room purposes. As before noted this lease was one for a term of five years beginning on the 1st day of October, 1927, and ending on the 30th day of September, 1932. With respect to this exception, there has been furnished to me an affidavit made by one E. J. Schanfarber, attorney for The Broad Front Realty Company, by which it appears that some two years or more ago the above named lessee, availing itself of a provision in the lease which gave it a right to cancel said lease upon four months' notice in writing, exercised said option and cancelled said lease and removed from said premises, and that said lease has not been in effect with respect to said premises for approximately two years. This affidavit has likewise been turned over to you as a part of the files relating to the purchase of this property.

It appears, therefore, that aside from the ninety-nine year lease, renewable forever, executed by Jacob Robins and wife and now held by The Broad Front Realty Company, which exception as above noted will be terminated by the quit-claim deed to be delivered by The Broad Front Realty Company to the State of Ohio, the only exception to the title of said Jacob Robins that will have to be taken into account in closing the transaction relating to the purchase of this property are the mortgage executed by said Jacob Robins to the Prudential Insurance Company, referred to in said former opinion, taxes on the property which are likewise noted in said former opinion, and that before noted with respect to the lease executed by The Broad Front Realty Company under date of December 16th, 1927, to The Columbus Bill Posting Company, by which there was leased and demised to said named lessee for a term of ten years ending on the 31st day of December, 1937, the right to use the roofs of the buildings located on said premises and on adjoining premises for bill posting purposes.

From the abstract and other information furnished to me, it appears that by the terms of said lease The Broad Front Realty Company, as lessor therein, has the right and option to declare said lease void on ninety days' notice to the lessee in the event of the sale of said property, and that said option can be exercised only in case the buildings on said property are razed and upon payment to The Columbus Bill Posting Company of the sum of \$500.00.

Some adjustment with respect to the rights of The Columbus Bill Posting Company under this lease, as well as with respect to the exceptions above noted, should be made before the closing of the transaction for the purchase of said property.

Attention is called to the suggestions made in my former opinion with respect to the two actions now pending in the Common Pleas Court of Franklin County, Ohio, in which judgments are sought against The Broad Front Realty Company. Care should be taken to see that no judgment is rendered in either of said cases before the state accepts the deeds above referred to and thereby obtains title to this property.

I have examined the warranty deed tendered by Jacob Robins and Sarah Robins, his wife, above referred to, and find that the same has been properly executed and acknowledged by them through their attorney in fact, Justin L. Sillman; and that the form of said deed is such that it is sufficient to convey the above described property to the State of Ohio by fee simple title, free and clear of the dower interest of said Sarah Robins, wife of Jacob Robins, and free and clear of all incumbrances except the ninety-nine year lease, renewable forever, on said property which is now owned and held by The Broad Front Realty

Company, and except any lien or encumbrance upon said property created by said lessee.

I have likewise examined the quit-claim deed executed by The Broad Front Realty Company, conveying to the State of Ohio its interest in this property. Said deed has been properly executed and acknowledged, and the form of said deed is such that it conveys to the State of Ohio all of the right, title and interest in said property now owned and held by The Broad Front Realty Company, by virtue of said lease or otherwise.

There has been submitted to me as part of the files relating to the purchase of this property encumbrance record No. 2103. This encumbrance record has been properly executed and approved, and the same shows a sufficient balance in the appropriation account to pay the purchase price of said property which is the sum of \$87,049.00.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3093.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—J. B. PUFFENBERGER.

COLUMBUS, OHIO, March 25, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted a bond in the penal sum of \$5,000.00, with surety as indicated, to cover the faithful performance of the duties of the official as hereinafter named:

J. B. Puffenberger, Resident District Deputy director, Seneca and Wood Counties—Hartford Accident and Indemnity Company.

Finding said bond to have been properly executed, I have accordingly approved the same as to form, and return it herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3094.

STATE LIBRARY BOARD—HAS SOLE POWER TO DETERMINE AND CREATE POSITIONS WITHIN LIBRARY SERVICE.

SYLLABUS:

By virtue of Sections 154-53 and 154-54 of the General Code, the State board of library commissioners has the sole power to determine and create positions in the various departments of the library service of the state of Ohio.

COLUMBUS, OHIO, March 25, 1931.

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

DEAR SIR:—This will acknowledge receipt of your request for my opinion with reference to the following inquiry: