

demurrer to plaintiff's petition and that said action is now pending on said demurrer so far as G. Stark Frambes is concerned. It is altogether unlikely that said action, which is case No. 127137 on the docket of said court, will be disposed of or that any judgment will be rendered therein prior to the time that the transaction relating to the acquisition of this property is closed. It is suggested, however, that before the warrant of the State of Ohio in payment for this property is issued and delivered, a check be made of the proceedings to date in said action in order that you may be satisfied that no judgment has been rendered against said G. Stark Frambes which would be a lien upon said property. Subject to the exceptions and suggestions above made, the title of G. Stark Frambes in and to the above described property is hereby approved.

Upon examination of the warranty deed above referred to, I find that the same has been properly executed and acknowledged by said G. Stark Frambes and by Carlotta E. Frambes, his wife, and that the form of said deed is such that it conveys the above described property to the State of Ohio by fee simple title free and clear of the dower interest of said Carlotta E. Frambes in and to this property and free and clear of all encumbrances whatsoever except taxes and assessments. Said warranty deed is likewise approved by me as to form and execution.

Encumbrance Record No. 678 which has been submitted as a part of the files relating to the acquisition of the above described property, has been properly executed and approved and the same shows that there is a sufficient balance in the appropriation account to pay the purchase price of said property which is the sum of \$552.51.

I am herewith forwarding to you said abstract of title, warranty deed and encumbrance record No. 678.

Respectfully,
 GILBERT BETTMAN,
Attorney General.

2431.

APPROVAL, ABSTRACT OF TITLE TO LAND OF FRANCES B. WEBB, IN
 THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, October 9, 1930.

The State Office Building Commission of Ohio, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my examination and approval an abstract of title and certain deeds and encumbrance estimate No. 677, relating to a parcel of land in the city of Columbus, Franklin County, Ohio, which is more particularly described as "being thirty-four feet and three inches (34 ft. & 3 in.) off of the north side of fractional inlot number one hundred and twenty-three (123) in the 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."

Upon examination of the abstract of title submitted with respect to the above described property, I find that Frances B. Webb has a good and indefeasible title to the underlying fee of the above described property, subject to a certain lease for the term of ninety-nine years, renewable forever, executed by said Frances B. Webb and by Scott A. Webb, her husband, (since deceased) to one G. Stark Frambes under date of January 31, 1928.

Prior to the appropriation of the above described property by the State of Ohio,

acting through the State Office Building Commission, by its proceedings to that end under date of July 15, 1930, the title by which the interest of G. Stark Frambes was held in the above described real property was subject to the encumbrance of a certain lease of said property executed by G. Stark Frambes to the Saunders Drive It Yourself Company, Inc. This lease was executed August 27, 1927, and was one for a stated term of five years. Said lease, however, among other things, contained the following provisions:

"In the event the State or municipality by condemnation or otherwise should appropriate the demised premises or such part thereof as to interfere with the lessee's occupancy and use thereof, then this lease shall immediately terminate, and there shall be an equitable and proportionate abatement of rent for any part of a month that said lessee may be so deprived of the use of said premises by reason of such appropriation, and the lessor shall not be liable to said lessee for damages on account of such termination of this lease."

I do not entertain any doubt as to the proposition that the proceedings taken by the State of Ohio, through the State Office Building Commission, and later through the Attorney General in case No. 62198 in the Probate Court of Franklin County, Ohio, for the appropriation of said property to serve as a part of the site for the state office building, constitute an appropriation of this property within the meaning of said term as used in the above quoted provisions of the lease of G. Stark Frambes to the Saunders Drive It Yourself Company, Inc. I am of the opinion that under the provisions of said lease the same has terminated.

The property above described is subject to the lien of the taxes for the year 1929 and previous year, which taxes with the penalties thereon amount to the sum of nine hundred forty-six dollars and fifteen cents. The taxes for the year 1930, the amount of which is not stated in the abstract, are likewise a lien upon this property.

The abstract shows that there is a balance of one hundred dollars and nineteen cents remaining unpaid on the assessment on this property for the improvement of Front Street. There is likewise an assessment of one hundred seventy-eight dollars and thirty-six cents on said property for the erection of a street lighting system affecting and benefiting said property.

There are also delinquent street cleaning assessments on this property, of which the sum of nineteen dollars and ninety-three cents was due and payable in June, 1930, and sixteen dollars and forty-six cents will be due and payable in December, 1930.

An abstract continuation certified under date of October 2, 1930, shows that on August 22, 1930, an action was filed in the Common Pleas Court of Franklin County, Ohio, the same being case No. 127137, by the Thompson Bond and Mortgage Company against James E. Alshire and other defendants therein named, including said G. Stark Frambes, in which judgment in and for the sum of one thousand seven hundred fifty-eight dollars and eighteen cents is prayed for against said G. Stark Frambes. It appears that on September 23, 1930, a demurrer was filed by Mr. Frambes to the petition in said case and that said action is now pending on said demurrer so far as said G. Stark Frambes is concerned. It is not at all likely that any judgment can or will be taken in this case against Mr. Frambes before the transaction relating to the acquisition of this property is completed by the delivery to the State of Ohio of deeds therefor and the payment by the state of the agreed compensation for said property. However, it might be well, as a matter of precaution, to have a check made of the proceedings in said case before the warrant of the state is issued in closing the transaction for the acquisition of this property.

Upon the considerations above noted the title of Frances B. Webb and G. Stark

Frambes in and to their respective interests in said property, above indicated, are approved, subject to the exceptions heretofore noted with respect to the taxes and assessments charged against said property.

With said abstract of title there has been submitted to me for my approval two certain deeds. One of these deeds is a warranty deed executed by Frances B. Webb, widow. This deed, which has been properly executed by said Frances B. Webb, conveys the above described property to the State of Ohio by fee simple title, free and clear from all encumbrances whatsoever, except the ninety-nine year lease, renewable forever, executed by Frances B. Webb and Scott A. Webb, her husband, to G. Stark Frambes, above referred to, and except the taxes and assessments on said property and other liens thereon created by said G. Stark Frambes under said lease.

All the right, title and interest in the above described property, which were conveyed to G. Stark Frambes in and by the execution and delivery to him of the ninety-nine year lease, above mentioned, is to be conveyed to the State of Ohio by a quit claim deed which has been properly executed and acknowledged by said G. Stark Frambes and Carlotta E. Frambes, his wife. The form of this deed is such that by its terms all of the right, title and interest of said G. Stark Frambes in and to the above described property are remised and released to the State of Ohio free and clear of the dower interest of Carlotta E. Frambes in and to said property.

Upon the delivery and acceptance of both of said deeds above mentioned the State of Ohio will have and hold said above described property by full and complete fee simple title, subject only to the tax and assessment lien above noted as incumbrances on this property. In the quit claim deed from G. Stark Frambes and Carlotta E. Frambes, his wife, to the State of Ohio there is a recital that the State of Ohio as the grantee therein is to hold said grantors free and harmless from the payment of said taxes and assessments. Said deeds of Frances B. Webb and of G. Stark Frambes and wife, respectively, to the State of Ohio are hereby approved.

Encumbrance estimate No. 677, which has been submitted to me as a part of the files relating to the acquisition of this property, has been properly executed and acknowledged and it appears therefrom that there are sufficient balances in the proper appropriation account to pay the agreed compensation or price for the property here in question. Said encumbrance estimate is therefore likewise approved.

I am herewith forwarding to you with my approval said abstract of title and said warranty and quit claim deed, above referred to, and said encumbrance estimate No. 677.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2432.

APPROVAL, CERTIFICATE OF TITLE TO LAND OF THE A. C. & Y.
TERMINAL PROPERTIES COMPANY IN YORK TOWNSHIP, ME-
DINA COUNTY, OHIO.

COLUMBUS, OHIO, October 9, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a certificate of title, warranty deed, Encumbrance Estimate No. 1019 and Controlling Board certificate, relating to the pro-