

1. The manager who has signed the lease on behalf of The Broad-Third Realty Company, has not submitted a certificate of any kind to show his power to sign leases for the corporation. Either a by-law or a copy of minutes of a director's meeting giving him authority to act for the corporation should be submitted.

2. Paragraph 8 of the "Regulations referred to within" should be eliminated. In my opinions Nos. 1624 and 1683, addressed to you under dates of March 15 and March 27, 1930, I pointed out the reasons why very similar provisions to those appearing in said clause 8 should be stricken out. It is unnecessary to go into the subject exhaustively again. Suffice it to say that you have no authority to impose any liability upon the State of Ohio or any department thereof, or assume on behalf of the State or any department thereof any liability of the kind specified in said clause 8. I am enclosing copies of said opinions.

In view of the above objections, I am disapproving this lease at the present time, and am returning it, together with all papers submitted in connection therewith.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

2079.

APPROVAL, ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE ESTIMATE RELATING TO PURCHASE OF LAND OF ANNA BINDER, CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, July 9, 1930.

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

GENTLEMEN:—There have been submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate No. 629 relating to the proposed purchase of a certain parcel of land owned of record by one Anna Binder, in the city of Columbus, Franklin County, Ohio, which is more particularly described as follows:

"Being the north one-half of eighty feet (N.  $\frac{1}{2}$  of 80 ft.) off of the east end of fractional inlot number one hundred fourteen (114) Columbus, Ohio, of record in deed book 'F', page 332, Recorder's Office, Franklin County, Ohio."

Upon examination of said abstract of title, which is certified by the abstractor under date of June 25, 1930, and is corrected by additional information furnished and made a part of said abstract under date of July 8, 1930, I find that said Anna Binder has a good and indefeasible fee simple title to the above described property, subject to the encumbrance of certain tax and assessment liens which are here noted as exceptions to said title:

(1) The taxes on said property for the last half of the year 1929, amounting to the sum of \$222.52 and which are due and payable in June, 1930, appear from the abstract to be unpaid, and the same are a lien upon the property. The taxes on said property for the year 1930, the amount of which is as yet undetermined, are likewise a lien upon the property.

(2) There is a balance of \$48.24 of the assessment levied for the improvement of Front Street, remaining unpaid, and this assessment, to the extent of said balance, is a lien upon the property. There is likewise an assessment of \$162.74, including

interest at 4½% on this property for the street lighting improvement on Front Street. No installments have been paid on this assessment, and the whole amount of the same is a lien.

From information not appearing in said abstract, I have been advised that the title of Anna Binder to the above described property is subject to the encumbrance of a certain lease of said property executed by her under date of December 27, 1928, to one Charley Hop Sing, which lease is for a term of ten years beginning January 1, 1929. It further appears that said lessee is in possession and actual occupancy of the property under said lease.

With the abstract of title there has been submitted a warranty deed, executed by said Anna Binder, a widow, conveying this property to the State of Ohio. An inspection of said deed shows that the same has been properly executed and acknowledged by Anna Binder, and that the same is in form sufficient to convey the above described property to the State of Ohio by fee simple title, free and clear of all encumbrances except taxes and assessments on said property due and payable after the December, 1929, payment, and except the lease above noted, executed by the grantor to Charley Hop Sing, under date of December 27, 1928, which lease, as has been noted, is for a term of ten years from the first day of January, 1929.

Encumbrance estimate No. 629, which has been submitted to me as a part of the files relating to this matter has been properly executed and approved, and the same shows that there are sufficient balances in the proper appropriation account to pay the purchase price of this property.

Subject to the exceptions above noted, the title of Anna Binder in and to the above described property is hereby approved by me, and the same, together with said warranty deed and encumbrance estimate No. 629 are herewith enclosed.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

2080.

APPROVAL OF A CORRECTED DEED TO BE EXECUTED BY THE  
GOVERNOR TO THE QUAKER OATS COMPANY OF AKRON, OHIO.

COLUMBUS, OHIO, July 9, 1930.

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

DEAR SIR:—I am in receipt of a communication from Hon. A. T. Connar, Superintendent of Public Works, under date of July 3, 1930, which communication reads in part as follows:

“Attorneys Waters, Andress, Hegelbarger, Wise and Maxon, of Akron, Ohio, have presented to this department on behalf of their client, The Quaker Oats Company, of Akron, Ohio, an abstract of title and plats of surveys showing that there was an error in the deed originally made to The American Marble and Toy Manufacturing Company, for certain lands included in Block K, of King’s Addition to the City of Akron, which property, by various deeds of conveyance, is now owned by The Quaker Oats Company and has been owned by said company since the year 1907.

After a careful investigation, we are fully satisfied that there was an error in the original description of the property originally granted The American Marble and Toy Manufacturing Company, which error was undoubtedly