

status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

2519.

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

COLUMBUS, OHIO, November 8, 1930.

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

GENTLEMEN:—My opinion has been requested with respect to the abstract of title, special warranty deed and encumbrance estimate No. 685, relating to a parcel of land situated in the city of Columbus, Franklin County, Ohio, and more particularly described as follows:

“Being fractional inlot No. one hundred twenty (120), in the city of Columbus, Ohio, as the same is numbered and delineated upon the recorded plat thereof, of record in Deed Book ‘F’, page 332, Recorder’s Office, Franklin County, Ohio, excepting therefrom the following: beginning at the south-east corner of said inlot No. one hundred twenty (120) and running along the south line of said inlot seventy-two and seven-tenths feet (72.7’) to the east line of Scioto Street; thence in a northwesterly direction along the east line of Scioto Street nineteen and thirty-six hundredths feet (19.36’) to a point; thence in an easterly direction seventy-four and eighty-two hundredths feet (74.82’) to the west line of Front Street; thence in a southerly direction nineteen and twenty-five hundredths feet (19.25’) along the west line of Front Street to the place of beginning; and excepting also eight inches (8”) off of the north side of said inlot one hundred and twenty (120).”

The above described parcel of real property is the subject of appropriation proceedings in the Probate Court of Franklin County, Ohio, the same being the case of the *State of Ohio vs. Grant D. Curtis, et al.*, No. 62,234 on the civil docket of said court.

The underlying fee simple title in and to said property is owned of record by Grant D. Curtis; and aside from the proceedings had or to be had in the appropriation case, above referred to, said Grant D. Curtis owns and holds said fee simple title subject to an outstanding lease on said property for the term of ninety-nine years, renewable forever, executed by said Grant D. Curtis and Jessie L. Curtis, his wife, to one G. Stark Frambes and likewise subject to the lien of taxes and assessments on said property in the sum of one thousand one hundred ninety dollars and thirty-four cents, and additional taxes for the year 1930, the amount of which is yet undetermined.

In addition to the liens and encumbrances above noted, the interest of said G. Stark Frambes in and to said property under said perpetual leasehold by him owned and held as aforesaid, is subject to the lien of a judgment in the sum of twelve thou-

sand two hundred ten dollars and seventy-nine cents rendered and entered by the Common Pleas Court of Franklin County, Ohio, against said G. Stark Frambes and in favor of the Brunson Savings and Loan Company in case No. 127,643 on the docket of said court. This judgment was rendered October 8, 1930, and on October 9, 1930, execution was issued on said judgment and the same was levied upon the interest of G. Stark Frambes in the property above described.

The appropriation proceedings in the Probate Court of Franklin County, Ohio, above referred to, were filed therein on August 14, 1930, pursuant to a resolution and certificate of appropriation for the appropriation of said property adopted and executed by the State Office Building Commission on July 15, 1930. In the appropriation proceedings in the Probate Court, above mentioned, the jury, duly impaneled in said case for the purpose of assessing the compensation to be paid to the owners of said property, returned its verdict October 17, 1930, finding the compensation to be paid to the owners of said property to be the sum of fifty-one thousand two hundred and sixty dollars.

Prior to the rendition of this verdict, a contract and agreement was made by and between said Grant D. Curtis and the State of Ohio whereby it was agreed that independent of the amount of compensation to be paid for said property as found by the verdict of the jury the State of Ohio was to pay to said Grant D. Curtis for his interest in this property the sum of forty-eight thousand twenty-two dollars and six cents, plus an additional sum of five hundred dollars to be paid to the agent of said Grant D. Curtis for his services in attempting to negotiate a settlement of said case. The deed of special warranty and encumbrance record No. 685, covering the purchase price of the interest of said Grant D. Curtis in said property, are for the purpose of closing the transaction between the State of Ohio and said Grant D. Curtis pursuant to said contract by which, so far as said deed of conveyance is concerned, the State of Ohio gets the fee simple title to this property subject to the outstanding perpetual leasehold interest of said G. Stark Frambes.

In this situation I have no hesitation in advising that after the motion for a new trial which has been filed by said G. Stark Frambes in the case in the above court, above noted, has been overruled, the amount of money found by the jury as the compensation should be paid by the State of Ohio into the Probate Court of Franklin County, Ohio, and that thereupon an order should be made by the Probate Court evidenced by entry in the regular manner passing the title to said property and each and every interest therein to the State of Ohio; and that thereafter, since as between said Grant D. Curtis and G. Stark Frambes no part of said compensation money is to be paid to G. Stark Frambes, a further order should be made by the Probate Court for the distribution of the money paid into the Probate Court, which distribution if so desired by you may be made according to the terms of the agreement between the State of Ohio and Grant D. Curtis in the contract, above referred to.

The warranty deed of Grant D. Curtis, before mentioned, has been properly executed by him and by Jessie L. Curtis, his wife, and 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 his wife, Jessie L. Curtis, and free and clear of all encumbrances whatsoever, except the ninety-nine year lease, renewable forever, executed by said Grant D. Curtis and wife to G. Stark Frambes, and except the liens created by said lessee and the taxes and assessments on said property.

Encumbrance record No. 685 has been properly executed and approved and the same shows a sufficient balance in the proper appropriation account to pay the purchase price of said property, which, as recited in said encumbrance estimate and in said warranty deed, is the sum of forty-eight thousand twenty-two dollars and six cents.

For the reasons above stated, however, I am of the opinion that no use should

be made of said encumbrance estimate and that said warranty deed should not be accepted until payment therefor is made upon distribution of money to said Grant D. Curtis by order of the Probate Court.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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2520.

APPROVAL, PETITION FOR INITIATION OF LAW TO REPEAL CRIMINAL SYNDICALIST LAW.

COLUMBUS, OHIO, November 8, 1930.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—Acknowledgment is made of your recent communication which reads:

“I herewith hand you a form of petition, signed by one hundred electors who are certified to us as being qualified to sign such petition.

Section 4785-176, provides that such petitioners may submit any proposed law to you for examination and that if you find such law correct as to form that you shall so certify and such certification shall be printed under the text of the law which they propose to submit.

It further provides that the synopsis of the proposed law may be likewise submitted and if you find same a fair and truthful summary that you shall also so certify to that effect.

Inasmuch as this form is submitted to us for final approval as per Section 4785-175, we will appreciate your advice as to this synopsis and the ‘correctness as to form’, so that we may pass this whole matter on to the petitioners approved and ready for circulation, after certain minor corrections which we will note, are made.”

The petition which you enclose has as its purpose the initiation of a law to repeal the so-called criminal syndicalist law.

In my opinion No. 1854, issued to you under date of May 12, 1930, I refused to approve the synopsis of a petition intended to accomplish the same purpose on the grounds, among others, that the said synopsis contained argumentative matter which rendered it a partial statement rather than an impartial statement.

Upon an examination of the petition submitted, I find that the objectionable features have been eliminated and that the synopsis now contains a fair and impartial statement of the proposed law and I have certified accordingly on said petition.

I hereby further certify that the said proposed law as set forth in said petition is correct as to form. Said petition is being returned herewith.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*