

Unless it could be shown that the Waddell claim was fraudulent, the sympathy of the jury would certainly be with the attorney who, over a five-year period and for a family that was unable to pay him the \$75.00 retainer promised, had recovered for this injured boy the net sum of \$5,270.00 after the officials of both the Army and the Ohio National Guard had turned down the claim. The fact that Senator Hallman may have violated the ethics of a senator in pursuing this claim on behalf of his client would have short shrift before a jury looking at the helpless boy and the fight necessarily made for him.

To say that a poor man may not employ an attorney on a contingent fee or that an attorney may not base his fee on the results of such a case is equal in practice to saying that a poor man could not have the advantage of an attorney's services in such a case, which situation would hardly be overlooked by the jury in connection with the other facts.

Summarizing my conclusions:

I am of the opinion that no recovery may be had for the benefit of Clarence M. Waddell of any part of the \$1,230.00 retained by Senator Hallman as his fee.

I am of the further opinion that no member of the legislature has the right to represent a private client for hire in any matter that might legally come before the legislature.

I am of the further opinion that under the facts of this particular case no prosecution under the anti-lobbying law or any other law of the state would be successful.

There is nothing so far as I have been able to find which would raise the suspicion that Senator Hallman had done anything corrupt or intentionally wrong. Senator Hallman contends that he had a right to appear before the sundry claims board so long as he did not himself vote on the measure and did not attempt to influence the vote of any other member of the legislature. His mistake is one of law. But it is a mistake nevertheless and one that has been made by others.

In Opinion No. 951, rendered by this department under date of September 3, 1927, the facts show that a village in this state had made a contract with an attorney for the purpose of obtaining an allowance by the general assembly of a claim and in the contract of employment payment of the services had been made contingent upon the allowance of such a claim. The second branch of the syllabus of that opinion reads as follows:

"A contract of employment by a village with an attorney at law, for the purpose of obtaining an allowance by the general assembly of a claim, in which contract the payment for the services rendered is contingent upon the allowance of such claim, is void under the anti-lobby law."

Respectfully,

EDWARD C. TURNER,
Attorney General.

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DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN THE VILLAGE OF
POINT PLEASANT, CLERMONT COUNTY, OHIO

COLUMBUS, OHIO, October 14, 1927.

HON. GEORGE F. SCHLESINGER, *Director, Department of Highways and Public Works,*
Columbus, Ohio.

DEAR SIR:—You have submitted an abstract of title, certified under date of

September 20, 1927, by N. G. Cover, abstracter, of Batavia, Ohio, which is accompanied by an encumbrance estimate and a deed, all covering Fractional Lot No. 1 in the Village of Point Pleasant, Clermont County, Ohio, standing in the name of George Wiene.

An examination of the abstract of title discloses the following:

1. The property is a part of a survey in 1788 for Lawrence Butler in Military Warrant No. 199, but there is no patent of record to Lawrence Butler, and, in fact, there is no patent of record from the Government covering this land.

2. The abstracter is unable to connect the title until the deed of William Nichols, Auditor, to M. Jamieson, dated April 8, 1868. In the partition proceedings, begun in the March term, 1853, in the Common Pleas Court of Clermont County, the Court on April 1, 1854, ordered the sheriff to deed the property to Caroline M. Thompson. The abstract contains nothing further in respect to the divestment of her title until the deed of the County Auditor to Jamieson on April 8, 1868, from whom the paper title passes in regular succession to George Wiene. However, the abstract at page 25 notes a quit-claim deed from Caroline M. Thompson Lakin to S. N. Galbreath under date of June 12, 1897. The grantor is probably the Caroline M. Thompson who acquired property by virtue of the court's order in the partition suit in 1858, but of that fact we have no assurance; it is suggested that an affidavit be obtained, showing what interest Caroline M. Thompson Lakin had or claimed to have in the premises; and a quit-claim deed should be secured from S. N. Galbreath or his heirs covering any and all interest they have acquired in this lot.

3. The 1927 taxes, amount undetermined, are unpaid and a lien.

The encumbrance estimate is numbered 3410 and dated July 16, 1927, and covers an appenture from the U. S. Grant Memorial Commission Fund. It has been approved under date of July 16, 1927, by the U. S. Grant Memorial Commission, by Allen B. Nichols, Chairman, as well as by Herbert B. Briggs, the State Architect, under date of July 20, 1927, and G. F. Schlesinger, Director of Highways and Public Works, under date of July 22, 1927. The Director of Finance, under date of September 21, 1927, certifies that there are unencumbered balances legally appropriated sufficient to pay the \$200.00, the amount appropriated for this property.

No evidence of the consent and approval by the Controlling Board to this purchase has been furnished.

The deed submitted has been prepared for George Wiene and Carrie E. Wiene, his wife, while the title to the property was acquired from Jas. I. Selby by a person designated as George Wiene. The deed to the State of Ohio has been executed by George Wien and Carrie E. Wien and by them acknowledged on September 21, 1927, before a Notary Public. In other respects, the deed is in proper form; but the deed should be redrafted and re-executed in such a form that the names of the grantors correspond with the name of the persons to whom the property was deeded by Selby in 1897; or if the grantee in the Selby deed was incorrect, an affidavit should be furnished showing that the person selling this property to the State of Ohio is one and the same person who acquired title by the name of George Wiene from James I. Selby.

The abstract of title, encumbrance estimate and deed are herewith returned.

Respectfully,
EDWARD C. TURNER,
Attorney General.