

complete payment of the county's claim by the holding company. It is suggested that such a limit be set in the proposal before approved by the county commissioners.

In view of what has been said, it follows that the compromise is a matter for the consideration of the county commissioners as to its precise terms and, accordingly, I express no opinion thereon.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3177.

APPROVAL, BONDS FOR THE FAITHFUL PERFORMANCE OF THEIR DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTORS IN PAULDING AND PERRY COUNTIES—M. D. COOKINGHAM, B. B. BURNS.

COLUMBUS, OHIO, April 23, 1931.

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

DEAR SIR:—You have submitted two bonds, each in the penal sum of \$5,000.00, with sureties as indicated, to cover the faithful performance of the duties of the officials as hereinafter listed:

M. D. Cookingham, Resident District Deputy Director, Paulding County.
—The Fidelity and Casualty Company of New York.

B. B. Burns, Resident District Deputy Director, Perry County,—The Ohio Casualty Company, Hamilton, Ohio.

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

Respectfully,

GILBERT BETTMAN,
Attorney General.

3178.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 24, 1931.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—You have submitted for my examination and approval an abstract of title of a certain parcel of land situated in the city of Columbus, Franklin County, Ohio, the same being 31½ feet east and west by 90 feet north and south out of the northeast corner of inlot No. 126 in said city, 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.

Upon examination of said abstract of title, I find that the fee simple title in and to the above described real property is owned and held by one Henry E. Musselman and the Huntington National Bank, as trustee, under the last will and testament of one Horace W. Campbell who, prior to his death, was a tenant in common with Henry E. Musselman in the ownership of said property.

Said Henry E. Musselman and the Huntington National Bank, as trustee, each owns and holds an undivided one-half interest in and to the fee simple title to said property, subject to two outstanding leases for terms of ninety-nine years each, renewable forever, executed by Henry E. Musselman and the Huntington National Bank, as trustee, to one Harry Gilbert under date of May 19, 1926, covering their respective undivided one-half interests in said property, which perpetual leasehold interest and the leases demising the same were thereafter assigned by said Harry Gilbert to the Broad Front Realty Company, a corporation, which is now the owner and holder of the same.

The property above described and the titles by which the same is now owned and held are subject to liens and other incumbrances herein noted as follows:

1. On July 16, 1906, one Emma Kremer, who was then the owner of the property here under investigation, entered into a contract in writing with one Annie Carlisle, who then owned a parcel of land out of said lot 126 immediately adjoining this property on the south, providing for the construction of a party wall on the line between said properties. The property here under investigation and the titles by which the same is owned and held are subject to the rights which the present owner of said adjoining tract, the state of Ohio, may have in and to said party wall constructed pursuant to the terms of the agreement above referred to.

2. There is nothing in the abstract to show that Nellie Campbell, the widow of Horace W. Campbell, above mentioned, ever elected to take under the last will and testament of said Horace W. Campbell, above referred to as the source of the title of the Huntington National Bank, as trustee, in and to an undivided one-half interest in said property. Under the terms of section 10571, General Code, as they provided at the time of the death of said Horace W. Campbell in the year 1923, and before the amendment of said section in 1925 (111 O. L. 510), a widow failing to make her election under the will retained her dower in the real property of which her husband died seized. It appears, however, from said abstract that a bequest in the sum of fifteen thousand dollars made in the third item of the last will and testament of Horace W. Campbell has been paid to said Nellie W. Campbell and by her accepted as is evidenced by her receipt filed with the papers in the administration of Horace W. Campbell's estate. The acceptance of this bequest made to her by said last will and testament was in effect an election to take under said last will and testament, and for this reason I think the exception here noted may be waived although, as above noted, the abstract fails to show any formal election on the part of Mrs. Campbell to take under said will.

3. It is noted that under the last will and testament of Horace W. Campbell, above referred to, as the source of the title of the Huntington National Bank, as trustee, said trustee is not authorized to sell and convey any part of said real estate without the approval of Thomas H. Clark, an attorney at law of this city.

4. On October 10, 1922, said Henry E. Musselman and Horace W. Campbell, the owners of the above described property as tenants in common, executed a cer-

tain lease whereby two rooms and the basement in the building on said property located in the southwest corner of Front and Broad Streets and known as Nos. 65 and 69 West Broad Street were leased and demised to Gertrude Dworkin and Saul Dworkin for the term of eight years beginning June 1, 1923, and ending June 1, 1931.

5. On September 15, 1923, the Doddington Company filed with the county auditor of Franklin County, Ohio, a subcontractor's mechanics lien against one Samuel Cohn, as contractor, and against Saul Dworkin, Henry E. Musselman and Horace W. Campbell, as lessee and owners respectively of said property, on account of certain lumber, millwork and other building materials furnished by the Doddington Company in altering and repairing the building located on the above described real property against which and the buildings thereon said lien is claimed. Said lien is not satisfied of record and if the same is otherwise valid there is due and unpaid thereon the sum of one hundred nineteen dollars and forty-six cents with interest thereon at the rate of six per cent per annum from July 18, 1923.

6. On February 20, 1931, Henry E. Musselman and Belva Musselman, his wife, executed a mortgage upon said Henry E. Musselman's undivided one-half interest in and to the fee of the above described property, to the Huntington National Bank to secure the payment of a promissory note of even date therewith in the sum of twenty thousand dollars, payable on or before one year after date, with interest at the rate of six per cent per annum. Said mortgage is not satisfied of record and the same, to the extent of the amount remaining unpaid upon said note and the interest on the same therein provided for, is a lien on the interest of Henry E. Musselman in this property.

7. On March 2, 1927, the Broad Front Realty Company, the owners of the perpetual leasehold interest in this property, above referred to, executed a certain lease by which there was leased and demised to one Steve Babalis for a term of five years from the first day of April, 1927, to the thirty-first day of March, 1932, the storeroom in the building on said property known as 67 West Broad Street, said storeroom being approximately 12 feet on Broad Street by 28 feet in depth, and being the west 12 feet of said building located at the southwest corner of Broad and Front Streets in the city of Columbus. Said storeroom was leased to the lessee therein named for the purpose of conducting a restaurant therein.

This lease contained a provision giving the lessor the right to cancel said lease after two years, in the event the lessor desires to raze the buildings, or in case of the sale of said property to the state or in case of the condemnation of said property by the state; such cancellation to be on sixty days' notice, and in the case of such cancellation it is provided that the lessor shall pay to the lessee the amount of his investment in said business, and thereupon the business and assets of the lessee shall be transferred to the lessor. It is provided further that in order to determine the cost of the stock and fixtures in such event the lessee above named shall furnish the lessor with an itemized statement of his investments which, during said five years above mentioned as the term of said lease, shall not exceed the sum of two thousand dollars.

8. On May 19, 1927, the Broad Front Realty Company executed a lease by which there was leased and demised to W. A. Edmonds, doing business as the Edmond Distributing Company, for the term of five years from the first day of May, 1927, to the thirty-first day of April, 1932, a storeroom in the building on property above described, which storeroom is known as 65 West Broad Street.

From the abstract it appears that this lease contained a provision that the

same can be canceled by the lessor upon ninety days' written notice to the lessee "in case the building is to be torn down for the purpose of erecting a new structure."

9. On October 13, 1927, the Broad Front Realty Company executed a lease by the terms of which there was leased and demised to one Herman Outland, a storeroom in the building on said property known as No. 5 South Front Street.

This lease was for a term commencing November 1, 1927, and ending November 30, 1929, with the right in the lessee for a renewal of said lease for a period of two more years.

Said lease contained a further provision that the lessee above named might cancel the same on thirty days' notice, and that the lessor might cancel the lease on four months' notice for the purpose of tearing down the present structure.

There is nothing in the abstract of title or other information before me to show whether said lessee above named ever exercised his right to renew said lease, or whether he is occupying said property under said lease.

10. On December 16, 1927, the Broad Front Realty Company executed a lease to the Columbus Bill Posting Company by which there was leased and demised to the lessee therein named, for a term of ten years beginning January 1, 1928, to and including December 31, 1937, the right to use and occupy the entire roofs of the buildings located on the property above described and on adjoining property then controlled by the Broad Front Realty Company.

This lease contains a provision by which the lessor is given the right to declare said lease null and void on ninety days' notice in the event of the sale of said property, but only in case the buildings on said property are to be razed, and upon the payment to the lessee of the sum of five hundred dollars.

11. The abstract shows that there are two actions pending in the Common Pleas Court of Franklin County, Ohio, wherein money judgments are sought against the Broad Front Realty Company, above mentioned. The first of these actions, being case No. 129,238 on the docket of said court, is one by Henry E. Musselman, as plaintiff, against Harry Gilbert and the Broad Front Realty Company, as defendants, wherein the plaintiff seeks a judgment against said defendants in the sum of three thousand one hundred and fifty dollars for unpaid rental for the property here under investigation.

The second of said actions above referred to, which is case No. 129,239 on the docket of the Common Pleas Court of said county, is an action filed by the Huntington National Bank, as trustee under the will of Horace W. Campbell, against Harry Gilbert and the Broad Front Realty Company, as defendants, wherein said plaintiff seeks a judgment in the sum of two thousand six hundred and twenty-five dollars against said defendants for rental of the above described property.

Both of said actions were filed on March 5, 1931, and at the time of the certification of said abstract by the abstractor under date of March 28, 1931, no further proceedings had been taken in said cases other than the service of summons upon the defendants above named and the return of such service by the sheriff.

Before the transaction relating to the purchase of the above described property and of the interests of the Broad Front Realty Company therein by the state of Ohio, is closed, further investigation should be made to see whether any judgment against the Broad Front Realty Company has been made and entered in either of the above entitled cases.

12. The taxes on said property for the year 1929, together with penalty

thereon, amounting to two thousand one hundred forty-three dollars and sixteen cents, plus statutory interest thereon on the certification of said property as delinquent, are unpaid and are a lien upon said property.

The taxes for the year 1930, amounting to one thousand eight hundred sixty-two dollars and ten cents, are likewise unpaid and are a lien upon the property here under investigation.

In addition to the taxes above noted, the undetermined taxes for the year 1931 will become a lien upon said property on the twelfth day of April, 1931, unless, of course, the title to said property is conveyed to the state of Ohio before said date.

13. The following assessments, which are a lien upon said property, are herewith noted:

For Broad St.; 10 year plan; 4 installments paid; balance of \$214.77 including interest at 5%; 5th and first half of the 6th installment \$50.12 and \$15.79 interest and penalty due in December, 1930.

For Front St.; 8 year plan; 6 installments paid; balance of \$270.40 including interest at 5½%; 7th and first half of 8th installment \$201.02 and \$38.14 interest and penalty due in December, 1930.

For Lights (Broad St.); 5 year plan; 1 installment paid; balance of \$234.78 including interest at 4½%; 2nd and 1st half of 3rd installment \$84.95 and \$19.65 interest and penalty due in December, 1930.

For Lights (Front St.); 5 year plan; no installments paid; total of \$468.68 including interest at 4½%; 1st installment \$93.74 and \$5.74 interest and penalty due in December, 1930.

For delinquent street cleaning \$105.83 due in December, 1930.

I have noted above a number of term leases executed by the Broad Front Realty Company to the several persons therein named, which leases so far as shown by the abstract are or may be still in full force and effect. In this connection, I deem it proper to note that if any other person or persons are in actual possession of the premises here under investigation or of any part of the same in such manner as to fairly give information that the occupant is asserting dominion over said property under some claim of right or authority, any person proposing to purchase said property will be chargeable with notice of any right or title which said occupant or occupants may have in said premises whatever the same may prove to be.

Said abstract of title is herewith returned to you.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3179.

APPROVAL, WARRANTY DEED TO LANDS OF HENRY E. MUSSELMAN
IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, April 24, 1931.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There has been submitted for my approval a warranty deed executed by Henry E. Musselman and Belva Musselman, his wife, conveying to