

interests of the respective wives of Lafayette Taylor and Volney S. Taylor and free and clear of all incumbrances whatsoever.

Encumbrance record No. 797, which has been submitted as a part of the above described tract of land, has been properly executed and approved and the same shows that there are sufficient unincumbered balances in the proper appropriation account to pay the purchase price of said property, which purchase price is the sum of seven hundred and ninety-three dollars.

It is likewise noted that the purchase of said property was approved by the board of control, the certificate of which board has been submitted to me as a part of the files relating to the purchase of other real property belonging to said Lafayette Taylor and Volney S. Taylor.

I am herewith returning to you, with my approval, said corrected abstract of title, the warranty deed above referred to, and encumbrance record No. 797.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2970.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ARTHUR SHINKLE
IN VILLAGE OF OXFORD, BUTLER COUNTY, OHIO.

COLUMBUS, OHIO, February 20, 1931.

HON. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University, Oxford, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, certified by the abstractor under date of April 7, 1928, supplemented by a certificate of title, certified by the abstractor under date of January 24, 1931, relating to a certain tract of land in the village of Oxford, Butler County, Ohio, the same being a part of Out lot No. 11, as the same is numbered and delineated on the recorded plat of the village of Oxford, Ohio, and being more particularly described as follows, to-wit:

“Beginning at a point which is the southeast corner of said out lot; thence north along the East line thereof a distance of fifty-two and 81/100 (52.81) feet to a point; thence West parallel with the north and south lines of said Out Lot a distance of two hundred (200) feet to a point; thence South on a line parallel with the East and West Lines of said Out Lot a distance of fifty-two and 81/100 (52.81) feet to a point in the south line of said Out Lot; thence east on said south line a distance of two hundred (200) feet to the place of beginning.”

The title to the above described property, which is owned of record by one Arthur Shinkle, was under consideration in Opinion No. 2035 of this office under date of April 28, 1928, at which time said Arthur Shinkle was the owner of record of a one acre tract of land off of the south end of said out lot No. 11, which included the above described parcel of land now under consideration.

At the time above indicated said Arthur Shinkle sold and conveyed to the

president and board of trustees of Miami University all of said one acre tract of land then owned by him, except the parcel above described which was excepted from the deed of conveyance then executed.

On examination of said abstract of title and supplemental certificate of title relating to the parcel first above described, which said Arthur Shinkle now proposes to convey to the president and trustees of Miami University, I am of the opinion that said Arthur Shinkle has a good and indefeasible title to said real property and the appurtenances thereunto belonging, and that upon conveyance of said property to the president and board of trustees of Miami University they will have a good and indefeasible fee simple title to said property.

It further appears that said Arthur Shinkle owns the whole of the title to said property, free and clear from all incumbrances, excepting the annual land rent on said property, which is due and payable to Miami University in May, 1931, and except, possibly, the taxes for the last half of the year 1930. It appears from the abstract that Mr. Shinkle paid the taxes on this property that were due and payable in December, 1930, but it does not clearly appear whether at this time he paid the whole of the taxes for the year 1930 or only the taxes for the first half of said year.

Upon examination of the warranty deed tendered by said Arthur Shinkle, I find that the same has been properly executed by him and by his wife, Callie W. Shinkle, and that said deed has been properly acknowledged by both of said grantors. The form of said deed is such that it is sufficient to convey the above described property to the president and trustees of Miami University, free and clear of the dower interest of said Callie W. Shinkle and free and clear of all incumbrances, except the land rent claims of Miami University itself.

Encumbrance record No. 1490, which has been submitted as a part of the files relating to the purchase of the above described property, has been properly executed and approved and the same shows that there are sufficient unincumbered balances in the proper appropriation account to pay the purchase price of said property, which is the sum of sixty-eight hundred dollars.

No action of the board of control was necessary with respect to the purchase of the above described property, and I am herewith returning, with my approval, said supplemental certificate of title, warranty deed and encumbrance record No. 1490. The original abstract of title, above referred to, will be returned to the files of the Auditor of State from which it was procured.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2971.

APPROVAL, CORRECTED ABSTRACT OF TITLE TO LAND OF E. C. WYSONG NEAR THE VILLAGE OF EATON, PREBLE COUNTY, OHIO.

COLUMBUS, OHIO, February 20, 1931.

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

DEAR SIR:—I am just in receipt of a corrected abstract of title, certified by the abstractor under date of February 19, 1931, relating to the proposed purchase of