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APPROVAL—DEED—PROPOSED PURCHASE, OUTLOT NO. 34, FROM PHOEBE CONOVER AND GRACE C. SMITH, OXFORD, BY TRUSTEES, MIAMI UNIVERSITY, OXFORD, BUTLER COUNTY.

COLUMBUS, OHIO, February 21, 1939.

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

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you enclose for my examination and approval abstract of title and warranty deed relating to the proposed purchase by the President and Trustees of Miami University of a parcel of land which is owned of record by Phoebe Conover and Grace C. Smith in the village of Oxford, Butler County, Ohio, and which is more particularly described as being Outlot No. 34 as the same is known and designated on the recorded plat of said village.

Upon examination of the abstract of title of the above described tract of land, which abstract is certified by the abstracter under date of December 6, 1938, I find that said Phoebe Conover and Grace C. Smith, as tenants in common, have a good and indefeasible title by way of perpetual leasehold interest in and to said lot and parcel of land and that they own and hold the same free and clear of all encumbrances except the taxes on the property for the last half of the year 1937, amounting to \$7.09, and the taxes on the property for the year 1938, the amount of which is not stated in the abstract, and except Miami University ground rent upon the property in the sum of \$1.22, which ground rent has been due and payable since August 28, 1938.

Upon examination of the warranty deed tendered by Phoebe Conover, single, and Grace C. Smith, I find that said deed has been properly executed and acknowledged by said grantors and by Arthur L. Smith, husband of Grace C. Smith, and that the form of this deed is such that the same is legally sufficient to convey to the President and Trustees of Miami

University all of the right, title and interest of said Phoebe Conover and Grace C. Smith in and to this property, free and clear of the inchoate dower interest of said Arthur L. Smith, with a covenant of warranty that this property is conveyed to the President and Trustees of Miami University free and clear of all encumbrances except the claim of Miami University for the ground rent above mentioned; and upon acceptance of this deed, I am of the opinion that Miami University as a body corporate will own and hold said lot and parcel of land, above described, by fee simple title free and clear of all encumbrances except the taxes on the property above noted.

Upon examination of contract encumbrance record No. 1666, which has been submitted to me by the Budget Division of the Department of Finance, I find that the same has been properly executed and that there is shown thereby a sufficient balance in the land rents account to the credit of Miami University to pay the purchase price of this property, which purchase price is the sum of \$2,500.00.

Conformable to your instructions and the practice of this office, I am forwarding this opinion, together with the abstract of title, warranty deed and contract encumbrance record, to the Auditor of State for his further attention in the issue of a warrant covering the purchase price of this property pursuant to a voucher therefor, which, you state, has been forwarded to the Auditor of State for this purpose. A copy of this opinion is being forwarded direct to you.

Respectfully,

THOMAS J. HERBERT,
Attorney General.