

(1) of said out-lot, except a rectangular tract taken out of the southeast corner thereof fronting fifty-two and eighty-one hundredths (52.81) feet on Maple Street and extending back westwardly along the south line of said lot two hundred feet (200)."

As noted in the abstract, the above described real estate is a part of the land set apart by the United States for the support of an academy or university in the act establishing the Northwest Territory. In the act of the Legislature establishing Miami University, the university was authorized to lease the lands set apart for its support by ninety-nine year leases, renewable forever, subject to the payment of a ground rent, depending upon the purchase price of the lots or lands purchased.

It appears that on May 19, 1916, Out-lot No. 11, embracing the premises here under investigation, was sold to one Hezekiah Shaw by a ninety-nine year lease, renewable forever. There is nothing in the abstract to show that this lease, upon the expiration of the original term thereof, was renewed and for this and other reasons pointed out in recent opinions of this department, touching the title of other lands in like situation purchased by Miami University through the president and board of trustees thereof, a question arises with respect to the legal title of Arthur Shinkle to said above described premises. However, there is no question but what said Arthur Shinkle has an equitable estate in said premises which is subject to sale and which can and will be conveyed by the deed above referred to.

There are no liens or encumbrances on said premises other than taxes hereinafter noted, and I am of the opinion that upon delivery and acceptance of a deed for said premises, Miami University will have a complete legal title to said premises for the uses and purposes of said institution.

Said abstract of title is, therefore, herewith approved, as is the deed which has been properly executed and acknowledged by Arthur Shinkle, the owner of record of said premises, and by Callie W. Shinkle, his wife.

The abstract shows that the taxes for the last half of the year 1927, amounting to \$39.00, are unpaid and a lien. The taxes for the year 1928, the amount of which is undetermined, are likewise a lien upon said premises.

I have examined the encumbrance estimate with respect to the purchase of the premises, which has been submitted to me, and find same to be properly executed and to show that there are in the appropriation account sufficient balances to pay the purchase price of the property above described. No approval of the Controlling Board was necessary with respect to the purchase of this property and no proceedings with respect to the action of said Controlling Board has been certified to this department.

I am herewith returning said abstract of title and deed and encumbrance estimate with this opinion.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*

2036.

APPROVAL, ABSTRACT OF TITLE TO LAND OF GEORGE R. BURDSAL, IN  
THE VILLAGE OF NEWTOWN, HAMILTON COUNTY, OHIO.

COLUMBUS, OHIO, April 30, 1928.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—There has been submitted to this department for an opinion an

abstract and deed covering certain real property situated in the Village of Newtown, Hamilton County, Ohio, and more particularly described as follows:

“The following described parts of lots numbered three, four and five (3, 4 and 5) and part of outlot number one (1) of James Taylor’s estate in Military Survey No. 2276, Anderson Township, and being in the village of Newtown, Hamilton County, Ohio, and recorded in Deed Book 81, page 266, Hamilton County, Ohio, records—Beginning at the southwest corner of George R. Burdsal’s part of lot number five (5), said point being also the southwest corner of Daniel Jones’ part of said lot number five (5); thence with the Burdsal-Jones line north three (3) degrees thirty-five (35) minutes east, one hundred and seventy-nine (179) feet; thence north eighty-nine degrees and eleven minutes (89° 11’) east, three hundred and ninety-four and two tenths (394.2) feet to the east line of said lot number three (3); thence with said east line south five (5°) degrees west, one hundred and eighty (180) feet; thence south sixty-eight degrees and twenty-four minutes (68° 24’) west, one hundred and ninety-five (195) feet to Burdsal-Sticksel line in Outlot number one (1); thence with the Burdsal-Sticksel line north twenty-six degrees (26°) west, eighty-one (81) feet to the north line of said Outlot No. one (1); thence with said north line south eighty-eight (88°) degrees west, one hundred and seventy-three (173) feet to the beginning.”

My examination of the abstract of title submitted shows that George R. Burdsal has a good and merchantable fee simple title to the premises under consideration, subject to the following exceptions:

1. The property under investigation, together with other property, was obtained by George R. Burdsal, the present owner of record of said lands, by conveyance from Uriah Burdsal, and Ala Burdsal, his wife, under date of May 21, 1900. In this deed of conveyance a life estate in the premises granted was reserved by the grantors, which likewise inured to the survivor of said grantors, for the term of his or her life. There is nothing in the abstract to show that the life estate of Uriah Burdsal and Ala Burdsal thus reserved has been terminated by the death of both of said persons. Further information on this point should be furnished.

2. The present premises in question are subject to the lien for taxes for the last half of the year 1927, amounting to \$20.35, as well as the undetermined taxes for the year 1928.

An examination of the deed submitted, which has been signed by George R. Burdsal and Mary E. Burdsal, his wife, has been properly executed and is in form sufficient to convey to the State of Ohio a fee simple title to the above described premises, free and clear of all encumbrances.

The encumbrance estimate with respect to the purchase of these premises is in all respects properly executed and shows that there are unencumbered balances in the appropriation account sufficient to pay the purchase price of this property. Said encumbrance estimate likewise contains the statement over the signature of the Director of Finance that the purchase of this property was approved by the Board of Control under date of October 3, 1927.

I am herewith returning to you said above mentioned deed and encumbrance estimate. I am retaining the abstract for the purpose of investigating the title of other properties in Newtown which have been purchased for the use of your department.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*