

I do not care to express any final opinion on this question until I have a complete abstract of title before me for consideration.

I have examined the warranty deed of Robert A. Hutchinson and Olive L. Hutchinson and find that the same has been properly executed and acknowledged and is sufficient in form to convey to the president and trustees of Miami University a fee simple title to the said tract of land, free and clear of all encumbrances whatsoever, except taxes and assessments due and payable December 20, 1928, and thereafter, as to which there is a recital "which the grantee hereby assumes and agrees to pay as part of the consideration of this conveyance". I doubt very much whether a recital of this kind has any proper place in this conveyance and it is suggested that the same be eliminated.

Encumbrance estimate No. 2697 has been examined and I find that the same has been properly executed and that there is a sufficient balance in the proper appropriation account to pay the purchase price of this property. Inasmuch as the purchase price of this property is to be paid out of the rental account no action of the Controlling Board was necessary.

I am herewith returning to you said abstract of title, warranty deed, and encumbrance estimate; when said abstract and warranty deed have been corrected so as to meet the objections above noted, you will please return same to this department for examination and approval.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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APPROVAL, LEASE TO OFFICE ROOMS FOR USE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, IN THE CITY OF DAYTON, OHIO.

COLUMBUS, OHIO, March 27, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my approval by Honorable William T. Blake, Director, Department of Industrial Relations, a lease granting to you, as Superintendent of Public Works, for the use of the Department of Industrial Relations, certain office rooms, as follows:

Lease from the Eider Building Company of Dayton, Ohio, for Rooms Numbers 809, 810, 811, 812, 909 and 910 on the eighth and ninth floors of the Reibold Building, Dayton, Ohio. This lease is for a term of twenty-one months (21), beginning on the first day of April, 1929, and ending on the thirty-first day of December, 1930, by the terms of which the State will be required to pay one hundred and seventy dollars (\$170.00) per month on the first day of each and every month, in advance.

You have also submitted encumbrance estimate No. 4818 of the Director of Finance, made in pursuance of Section 2288-2, General Code.

Finding said lease in proper legal form, I hereby approve it as to form and return it herewith.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*