

609.

ABSTRACT OF TITLE, DEED, ETC.—PROPOSED PURCHASE,
OUTLOT NUMBER 49, TO STATE FROM ROBERT A.
HUTCHINSON, OXFORD TOWNSHIP, BUTLER COUNTY,
FOR MIAMI UNIVERSITY.

COLUMBUS, OHIO, May 18, 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 submitting for my examination and approval an abstract of title, warranty deed and contract encumbrance record No. 1768, relating to the proposed purchase of a parcel of land which is owned of record by one Robert A. Hutchinson in Oxford Township, Butler County, Ohio, and which is more particularly and more fully described as being all of Outlot Number 49 of said village and county, together with all buildings thereon and appurtenances thereunto belonging and appertaining, except the north one hundred and twelve and one-half ($112\frac{1}{2}$) feet of the west one hundred and sixty-two and one-half ($162\frac{1}{2}$) feet of said Outlot Number 49; the same containing 2,817 acres and being subject to the payment of an annual Miami University ground rent of \$2.33 on October 23 of every year.

Upon examination of the abstract of title of the above described property, which abstract is certified by the abstracter under date of May 10, 1939, I find that said Robert A. Hutchinson has a good and indefeasible title by way of a perpetual leasehold interest therein and that he owns and holds this property free and clear of all encumbrances except local taxes on the property for the year 1939 which are a lien thereon.

The only other exceptions here noted with respect to the title of Robert A. Hutchinson in and to this property, as the owner and holder of a perpetual leasehold interest therein, arises from the fact that he obtained title to this property by descent or inheritance from his wife, Olive L. Hutchinson, who died intestate July 13, 1936. As to this, there is nothing in the abstract of title to indicate whether the administration of the estate of Olive L. Hutchinson has been closed. This observation is pertinent with respect to the further and more important question as to whether all of the debts of said Olive L. Hutchinson and her estate have been paid. Further, in this connection, it is noted that there is nothing in the abstract of title to show whether in the administration of the estate of Olive L. Hutchinson there was any determination of inheritance taxes on the succession to her estate. Such inheritance taxes, as well as any indebtedness of Olive L. Hutchinson or her estate, would be a lien upon this property. And you should obtain satisfactory information negating the possibility of any such liens before closing the transaction for the purchase of this

property; likewise arrangements should, of course, be made for the payment of the 1939 taxes on the property.

Upon examination of the warranty deed tendered by Robert A. Hutchinson, I find that said deed has been properly executed and acknowledged by said grantor and that the form of this deed is such as to convey to the President and Trustees of Miami University all of the right, title and interest therein which said Robert A. Hutchinson owns and holds in this property; and that upon the delivery and acceptance of this deed the President and Trustees of Miami University, by virtue thereof, will then own and hold an indefeasible fee simple title to the lands and premises described in said deed, together with all the privileges and appurtenances thereunto belonging. In this connection, it is noted that this deed contains the recital that the same is in consideration of "One (\$1.00) Dollar and other valuable considerations." No reason is seen for not setting out in this deed the full and correct amount of the consideration to be paid for this conveyance. It is suggested, therefore, that consistent with the rule of this office and of that of the Auditor of State as well, this deed, before its delivery and acceptance, be corrected by setting out therein the full and correct amount of the consideration to be paid for this conveyance.

Upon examination of contract encumbrance record No. 1768, 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 \$4,500.00.

Subject only to the exceptions above noted, I am approving the abstract of title and other files submitted to me in connection with this purchase and I am herewith forwarding the same to you for your further attention in closing the transaction for the purchase of this property after further satisfactory information has been obtained by you with respect to the exceptions hereinabove noted.

Respectfully,

THOMAS J. HERBERT,
Attorney General.