

consent of the county commissioners to such extension should be secured. This consent, I apprehend, can be secured with little difficulty.

It is noted that this agreement, as presented for your signature, is one between the Pennsylvania Railroad Company, operating the Columbus and Xenia Railroad Company, and Wilberforce University. As I understand it, the agreement to be made is one between the Pennsylvania Railroad Company and the Combined Normal and Industrial Department of Wilberforce University, which is a state educational institution, having available monies with which to pay the railroad company for constructing said side track and switch track. It is suggested, therefore, that you sign said contract as president of the board of trustees of the Combined Normal and Industrial Department of Wilberforce University.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1068.

MEMORANDUM CORRECTION TO OPINION NO. 1010 IN REGARD TO
ABSTRACT OF TITLE TO LAND OF GEORGE W. HARDIMAN, CITY
OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 18, 1929.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—In Opinion No. 1010, of this department, directed to Hon. Carl E. Steeb, Business Manager, Ohio State University, relating to the title of Lot No. 8 of Critchfield and Warden's Subdivision of the south half of the north half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition to the city of Columbus, Ohio, I referred to a mortgage executed by John G. Tate and Amanda Tate, then the owners of said lot under date of December 14, 1926. In my reference to this mortgage, which was executed and delivered to one B. F. Hughes, said mortgage was described as one for the sum of \$600.00. In thus describing said mortgage I find on further examination of the abstract of title that I was in error, as the mortgage in question was and is for the sum of \$300.00 only.

This memorandum opinion is submitted to you as a correction of the former opinion of this department above referred to.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1069.

APPROVAL, ABSTRACT OF TITLE TO LAND OF MARY CATHERINE
SHANAHAN IN THE CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, October 18, 1929.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed form, encumbrance estimate No. 5672 and controlling

board certificate relating to the proposed purchase by the State of Ohio of Lot No. Nineteen (19) of R. P. Woodruff's Subdivision of the south half of the south half of Lot No. 278 of R. P. Woodruff's Agricultural College Addition to said city, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 421, Recorder's Office, Franklin County, Ohio.

An examination made by me of the abstract of title of said lot submitted shows that Mary Catherine Shanahan, the record owner of said lot, has a good and indefeasible title thereto, subject to the following exceptions:

1. It appears from the abstract that on and prior to January 22, 1919, the lot here under investigation was owned by one Joseph Soentgerath. On said date Joseph Soentgerath conveyed said lot by warranty deed to James T. Hartley, Bishop of Columbus. There is nothing in the abstract to show that during the time that Joseph Soentgerath held title to said lot, and at the time he conveyed the same to James T. Hartley, Bishop of Columbus, he, the said Joseph Soentgerath, was an unmarried man. If said Joseph Soentgerath was married during any part of the time that he held legal title to this lot, his wife's inchoate right of dower would, of course, attach to said property, and, if she should be living at the time of the death of said Joseph Soentgerath, she could assert her dower rights with respect to said property, unless at the time her said rights have been barred in some way. An affidavit of someone acquainted with the facts here discussed should be prepared and made a part of the affidavit.

2. The undetermined taxes for the year 1929 are unpaid and a lien upon said lot.

An examination of the form of the warranty deed to be executed by said Mary Catherine Shanahan shows that the same is in form sufficient to convey a fee simple title in and to said lot to the State of Ohio when the same is signed and otherwise properly executed and acknowledged by said Mary Catherine Shanahan. By the warranty clause in said deed form said lot is to be conveyed to the State of Ohio free and clear of all encumbrances whatsoever, except the taxes and assessments due and payable on and after the June, 1930, payment of taxes.

Encumbrance estimate No. 5672, submitted to me with the other files above mentioned, shows that there are sufficient balances in the proper appropriation account to pay the purchase price of said lot and that the controlling board has released sufficient funds for the said purpose.

I am herewith returning said abstract of title, warranty deed form, encumbrance estimate and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1070.

APPROVAL, BONDS OF CITY OF FOSTORIA, SENECA COUNTY—
\$68,500.00.

COLUMBUS, OHIO, October 18, 1929.

Industrial Commission of Ohio, Columbus, Ohio.