

water consumed by them based on the proportionate cost of the management and operation of the plant.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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243.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF ROBERT A. AND OLIVE L. HUTCHINSON, IN THE VILLAGE OF OXFORD, BUTLER COUNTY, OHIO.

COLUMBUS, OHIO, March 26, 1929.

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

DEAR SIR:—You have submitted for my examination and approval abstract of title, warranty deed and encumbrance estimate No. 2697 relating to the south half of the south half of Outlot No. 29, as the same is known and designated upon the recorded plat of the village of Oxford, Butler County, Ohio.

An examination of the abstract of title submitted shows that Robert A. Hutchinson and Olive L. Hutchinson, the present owners of record of the above described tract of land, obtained their title thereto by a deed executed and delivered to them by Evert E. Williams, executor of the last will and testament of Eliza A. Page, deceased, the said deed being executed pursuant to express authority contained in the said last will and testament of the said Eliza A. Page. It appears further that the said Eliza A. Page obtained title to the property here in question by descent from her deceased husband, Philip Page. However, there is nothing in the abstract to show how Philip Page ever obtained title to this property. In other words, there is a complete break in the chain of title from the time that Joshua A. Davis obtained title to Outlot No. 29 on March 31, 1865, until, as shown by the affidavit of inheritance, Eliza A. Page obtained title to this property by descent on the death of Philip Page on December 25, 1891. The abstract should be corrected so as to show how said Philip Page obtained title to the property.

It is further shown by the abstract that under date of September 12, 1912, said Eliza A. Page executed and delivered to one H. H. Smith a mortgage on the premises here in question to secure the payment of a note in the sum of \$172.00, which was due and payable in one year after the date of said note and mortgage. It does not appear that said mortgage has been cancelled or otherwise released of record, and the same is a lien upon this property.

The taxes for the year 1928 are unpaid and a lien upon the above described tract of land. It is stated in the abstract that the taxes for the first half of the year 1928 which are due and payable December 20, 1928, amount to the sum of \$29.10. I take it, therefore, that the total amount of taxes that are a lien on said premises is the sum of \$58.20.

In addition to the exceptions above noted, it appears that the original conveyance of Outlot No. 29 by the president and trustees of Miami University to Meriken Bond under date of September 7, 1810, was by a ninety-nine year lease, renewable forever. Inasmuch as there does not appear to have been any renewal of said lease in 1909 it may be questioned whether Robert A. Hutchinson and Olive L. Hutchinson have anything more than an equitable estate in interest to convey at this time. However,

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.*

244.

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.*