

abstract, which, it is believed, will properly cover the objections raised in this connection.

While the abstract purports to disclose additional information relative to a certain oil and gas lease given upon the premises by the Wooster Nursery Company to A. D. Ewing, and of record in the lease records of Wayne county, Vol. 15, page 374, as shown on page 17 of the abstract, it does not fully disclose that this lease has expired, but rather the abstracter states this fact as a conclusion of his.

After a careful consideration it is my opinion that said abstract shows a clear title to said premises to be in the name of E. W. Thompson, deceased, on October 29, 1919, the date of said abstract, free from incumbrances and lien, excepting as heretofore pointed out relative to the oil and gas lease, and further excepting the taxes for the year 1919, which, of course, are a lien upon the premises. However, you should satisfy yourself that the oil and gas lease above referred to has expired. It is noted that said abstract does not show that any examination was made of the records of any of the United States courts. It is my further opinion that said abstract discloses that Ella C. Thompson Huffman, widow of E. W. Thompson, deceased, duly inherited the title to said premises and that the affidavit for transfer enclosed is sufficient, when properly recorded, to complete her authority to convey the same.

The deed, in my opinion, is now sufficient to convey good title to the said premises from Ella C. Thompson Huffman to the state of Ohio when properly delivered.

You will observe that the present deed is dated July 21, 1920, while the abstract, as above stated, is dated October 29, 1919; therefore, you should satisfy yourself that there are no matters of record affecting the title to said premises which have been filed or recorded since the date of the abstract.

Your attention is also called to the fact that at this time the taxes for the year 1920 are a lien upon the premises, and that under the terms of the deed the grantor covenants that the premises are free from liens.

The abstract, affidavit for transfer, and deed are being returned herewith.

Respectfully,

JOHN G. PRICE,
Attorney-General.

1541.

APPROVAL, CONTRACT BETWEEN L. G. FOLTZ & SONS, COLUMBUS, OHIO, AND BOWLING GREEN STATE NORMAL COLLEGE FOR REPAIR OF CERTAIN BUILDINGS OF THE INSTITUTION.

COLUMBUS, OHIO, August 31, 1920.

Board of Trustees, Bowling Green State Normal College, Bowling Green, Ohio.

DEAR SIRs:—You have submitted to me for approval, as per section 2319 G. C. (107 O. L. 455), a contract dated June 23, 1920, between L. G. Foltz & Sons, of Columbus, Ohio, and your board, for the repair of damaged portions of the Administration Building, and other buildings of your institution. Said contract calls for the payment to the contractor of the sum of \$7,400.00, and it is understood that the same will be paid out of the emergency allowance of \$15,729.00 made on April 19, 1920, for said purpose. You have also submitted the bond covering said contract, also the form of proposal.

Having before me the certificate of the auditor of state that there are funds in

the emergency appropriation heretofore made for the purpose set forth in said contract, sufficient to cover the amount payable thereunder, and being satisfied that said contract and bond are according to law, I am this day certifying my approval thereon.

I have this day filed said contract and bond, and all other papers submitted to me in this regard, with the auditor of state.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1542.

INHERITANCE TAX LAW—WHERE TESTATOR DEVISED HIS PROPERTY TO WIDOW FOR LIFE WITH POWER TO INVADÉ PRINCIPAL AND CONSUME SUCH PART THEREOF AS SHE DESIRES, DIRECTING THAT UNCONSUMED BALANCE REMAINING AT HER DEATH PASS TO HIS CHILDREN IN EQUAL SHARES—HOW TAX DETERMINED.

A testator devised his property to his widow for life with power to invade the principal and consume such part thereof as she desires, directing that the unconsumed balance remaining at her death should pass to his children in equal shares;

HELD:

1. *The interest of the widow is an estate for life with discretionary power to dispose of the principal for her own use.*
2. *The children take vested remainders after the life estate, subject to be divested by the exercise of the power.*
3. *The immediate taxation of such estates at the highest possible rate requires the power to invade the principal to be ignored, the widow's interest to be taxed as an ordinary life estate, and the interests of the children to be taxed as ordinary vested remainders.*
4. *Upon ultimate adjustment, in the event of the invasion of the principal, the children will be entitled to proportionate refunders.*
5. *Query as to whether or not each invasion of the principal by the widow, during her life tenancy could be made the predicate of the assessment of an inheritance tax in respect of the interest thus appropriated by her.*

COLUMBUS, OHIO, September 1, 1920.

Tax Commission of Ohio, Columbus, Ohio.

GENTLEMEN:—You have requested the opinion of this department upon the following question:

“A decedent devised his property to his widow for life with power to invade the principal and consumes such part thereof as she desires. He then directs that the unconsumed balance remaining at the death of the widow shall pass to his children in equal shares. How do you advise that inheritance tax be assessed in such a case? Shall it be assessed as though the fee