

4702.

APPROVAL, CORRECTED ABSTRACT OF TITLE, ETC.,
RELATING TO THE PROPOSED PURCHASE OF LAND IN
OXFORD TOWNSHIP, BUTLER COUNTY, OHIO, BY THE
TRUSTEES OF MIAMI UNIVERSITY—JOSEPHINE RIG-
LING.

COLUMBUS, OHIO, September 24, 1935.

MR. W. P. ROUDEBUSH, *Secretary, Board of Trustees, Miami University,
Oxford, Ohio.*

DEAR SIR:—There have been submitted for my examination and approval a corrected abstract of title, warranty deed and contract encumbrance record relating to the proposed purchase by the President and Trustees of Miami University of a tract of land owned of record by perpetual leasehold title by one Josephine Rigling in Oxford Township, Butler County, Ohio, which tract of land is more particularly described as follows:

Being a part of Lot Numbered Five (5) in Section Twenty-three (23), Oxford Township, Butler County, Ohio; which township is also known and designated as Town 5 North, Range 1 East of the meridian line drawn from the mouth of the Great Miami River, which said part of Lot Number Five (5) aforesaid is more particularly bounded and described as follows:

Beginning at a point which will be found by commencing at the Southwest corner of said Lot Number Five (5), and following its southern line which runs by magnetic Meridian—North eighty-six degrees (86) forty (40) minutes East a distance of six (6) chains and sixty-three (63) links; thence North three (3) degrees thirty (30) minutes West six (6) chains and seventy-five (75) links; from the point thus found, the first course is North eighty-six (86) degrees forty (40) minutes East six (6) chains and forty (40) links; thence North two (2) degrees and thirty (30) minutes West five (5) chains and eighty-two (82) links; thence North thirty-one (31) degrees forty-five (45) minutes East ten (10) chains and thirteen (13) links; thence south seventy-eight (78) degrees and thirty (30) minutes West twelve (12) chains and fifty (50) links to the east side of a beech tree two (2) feet in diameter; thence South three (3) degrees and thirty (30) minutes East twelve (12) chains and twenty-five (25) links to the place of beginning; said tract or lot containing ten and seventy-five hundredths (10.75) acres.

Upon examination of the abstract of title submitted, which abstract is certified by the abstracter under date of July 24, 1935, and which has been corrected by additional information furnished by the abstracter under date of September 21, 1935, I find that Josephine Rigling has a good indefeasible perpetual leasehold title to the above described tract of land subject to the inchoate dower interest of her husband, William Rigling, and subject to the following liens:

(1) A judgment to be covered by The Dollar Saving and Loan Company against Josephine Rigling, William Rigling and The Rigling Realty Corporation in Case No. 44557 on the docket of the Court of Common Pleas of Butler County, Ohio, which judgment is evidenced by entry journalized in Vol. 126, page 18, of the Journal Records of the Common Pleas Court of said county. In connection with this judgment, there is noted in the files submitted to me a statement executed by The Dollar Federal Savings and Loan Association, the owner and holder of said judgment, that the above mentioned judgment will be canceled so far as this tract of property is concerned upon the receipt of \$150.00. Arrangements should be made for the payment of this sum of money and for the cancellation of the judgment upon the above described property before the full amount of the purchased property is paid to Mrs. Rigling.

(2) It is shown by the abstract that there are taxes, assessments and penalties due and payable on this property up to and including the June, 1935, payment in the sum of \$22.56. In addition to this, the undetermined taxes and the assessments, if any, for the year 1935 are a lien upon the property. The amount of such taxes and assessments is not stated in the abstract. As to this, I note your statement in the communication submitting these files to me that the taxes on the property are to be paid upon the payment of the purchase price. In this connection, I can only say that these taxes should be paid before the full amount of the purchase price is paid to Mrs. Rigling.

Upon examination of the warranty deed which has been tendered by Josephine Rigling and by William Rigling, her husband, I find that said deed has been properly executed and acknowledged by the above named grantors and that the form of this deed is such that it is legally sufficient to convey to the President and Trustees of Miami University all of the right, title and interest which Josephine Rigling has in and to this property, free and clear of the dower interest of her husband, William Rigling, with a covenant of warranty that said property is conveyed free and clear of all encumbrances whatsoever.

Upon examination of contract encumbrance record No. 1637, which has been submitted as a part of the files relating to the purchase of the above described property, I find that said instrument has been properly executed and that there is shown thereby a sufficient unencumbered balance in the Miami

University appropriation land rent account to pay the purchase price of the above described property, which purchase price is the sum of \$1081.00.

Inasmuch as the purchase price of this property is to be paid out of moneys standing to the credit of the land rent account of Miami University, no approval of this purchase by the Controlling Board was or is necessary. And subject to the exceptions to the abstract of title above noted, I am herewith approving the said abstract of title, warranty deed and contract encumbrance record No. 1637. These files, together with this opinion approving the same, are being directed to the Auditor of State and conformable to the practice in such cases, a copy of this opinion is forwarded to you for the files of your office relating to the purchase of this property.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4703.

APPROVAL, NOTES OF CLEARVIEW RURAL SCHOOL DISTRICT, LORAIN COUNTY, OHIO, \$7,082.00.

COLUMBUS, OHIO, September 24, 1935.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4704.

APPROVAL, LEASE TO LAND IN NELSON TOWNSHIP, PORTAGE COUNTY, OHIO, FOR STATE GAME REFUGE PURPOSES—NINA L. CANNON.

COLUMBUS, OHIO, September 24, 1935.

HON. L. WOODDELL, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease No. 2315, executed by one Nina L. Cannon, of Nelson Township, Portage County, Ohio, on three parcels of land in said township and county, as described in said lease, containing a total of 286.12 acres of land. By this lease, which is one for a term of five years, this land is leased and