

In this view and for the purpose above stated, this contract encumbrance record has been properly executed and the same shows that there is a sufficient unencumbered balance in the appropriation account covered by the moneys released by the Board of Control to pay the purchase price of the real property here in question, which purchase price is the sum of \$4300.00. In this connection, it is noted that under date of December 5, 1934, the Controlling Board released from this appropriation account an additional sum of \$100,000, which is an amount sufficient to cover the purchase price of the real estate here in question and of all other tracts of land which have been submitted to this office for consideration.

Subject to the exceptions above noted, the title to the above described property of Ira Hoover, William H. Hoover and Olive Hoover, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 20 and other files relating to this purchase are herewith enclosed for further appropriate action on your part and upon the part of the Auditor of State.

Respectfully,
JOHN W. BRICKER,
Attorney General.

3890.

APPROVAL, CERTIFICATE OF TITLE, ETC. RELATING TO THE PROPOSED PURCHASE BY THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT, OF LAND IN ASHLAND COUNTY, OHIO—GEORGE B. MILLIGAN.

COLUMBUS, OHIO, January 31, 1935.

The Board of Directors of the Muskingum Watershed Conservancy District, New Philadelphia, Ohio.

GENTLEMEN:—You have submitted for my examination and approval a certificate of title, certificate of items not of record, warranty deed form, owner's description, surveyor's certificate, contract encumbrance record No. 18 and Controlling Board certificate, relating to the proposed purchase by the Muskingum Watershed Conservancy District of four tracts or parcels of land which are owned of record by one George B. Milligan in Mifflin Township, Ashland County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

First Parcel:

A part of the southeast quarter of Section Twenty-six (26), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey, and being included within the lines described as follows, to wit:

Beginning at a stone at the southwest corner of the southeast quarter of Section Twenty-six (26); thence northerly along the west line of the said south-east quarter of Section 26, one thousand five hundred and forty-five and seven-tenths (1545.7) feet; thence South eighty-nine degrees and thirty minutes East (S 89° 30' E) three hundred and fifty-nine (359) feet to a point on the west bank of Black Fork Creek; thence southerly along the said west bank of Black Fork Creek, the following nine (9) courses and distances, South fifteen degrees and no minutes West (S 15° 00' W) one hundred and

seventy-one and six-tenths (171.6) feet, thence South eleven degrees and no minutes West (S 11° 00' W) seventy-seven and nine-tenths (77.9) feet, thence South nineteen degrees and no minutes East (S 19° 00' E) one hundred and ninety-eight (198) feet, thence South fifty-one degrees and no minutes East (S 51° 00' E) one hundred and sixteen and two-tenths (116.2) feet, thence South fifty-nine degrees and thirty minutes East (S 59° 30' E) one hundred and forty-three and nine-tenths (143.9) feet, thence South fifty-five degrees and forty-five minutes East (S 55° 45' E) five hundred and twelve and two-tenths (512.2) feet, thence South forty-six degrees and fifteen minutes East (S 46° 15' E) one hundred and ninety-eight (198) feet, thence South thirty-six degrees and no minutes East (S 36° 00' E) three hundred and thirty (330) feet, and thence South forty-five degrees and forty-five minutes East (S 45° 45' E) four hundred and eighteen and four-tenths (418.4) feet, more or less, to a point on the south line of Section 26; and thence along the said south line of Section 26, North eighty-nine degrees and thirty minutes West (N 89° 30' W) one thousand six hundred and thirty-three and seven-tenths (1653.7) feet, more or less, to a place of beginning; containing an area of thirty and six-tenths (30.6) acres, more or less; being all of the lands in the said southeast quarter of Section 26, lying west and south of Black Fork Creek excepting a tract of seven and four-tenths (7.4) acres now owned by Wm. H. Hoover et al., which tract lies north of the lands herein described.

Second Parcel:

A part of the west half of the northeast quarter of Section Thirty-five (35), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey, and being included within the lines described as follows, to wit:

Beginning at a stone at the southwest corner of the northeast quarter of Section Thirty-five (35); thence along the west line of the said northeast quarter of Section Thirty-five (35), North one degree and no minutes East (N 1° 00' E) two thousand six hundred and fifty-five and two tenths (2655.2) feet, more or less, to the northwest corner of the said northeast quarter of Section 35; thence along the north line of said Section 35, South eighty-six degrees and thirty-five minutes East (S 86° 35' E) seven hundred and forty-two and seven-tenths (742.7) feet, more or less, to an iron pin; thence South no degrees and thirty-five minutes East (S 0° 35' E) two thousand six hundred and fifty-five and two-tenths (2655.2) feet, more or less, to the south line of the northeast quarter of Section 35; and thence along the said south line of the northeast quarter of Section 35, North eighty-six degrees and thirty-five minutes West (N 86° 35' W) eight hundred and twelve and six-tenths (812.6) feet, more or less, to the place of beginning; containing an area of forty-seven and three-tenths (47.3) acres, more or less.

Third Parcel:

A part of the southeast quarter of Section Thirty-five (35), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey, and being included within the lines described as follows, to wit:

Beginning at a stone at the northwest corner of the southeast quarter of Section Thirty-five (35); thence along the north line of the said southeast quarter of Section 35, South eighty-nine degrees and forty-five minutes East (S 89° 45' E) four hundred and forty-two and two-tenths (442.2) feet; thence South six degrees and forty minutes West (S 6° 40' W) two hundred

and fifty-nine (259) feet, more or less, to a cross on the wheel stone at the northwest corner of the iron bridge over Black Fork Creek; thence South eighty-nine degrees and four minutes West (S 89° 04' W) one hundred and one and one-tenth (101.1) feet; thence South twenty-five degrees and fifty minutes West (S 25° 50' W) one hundred and fifteen and five-tenths (115.5) feet; thence South twenty-six degrees and fifty minutes East (S 26° 50' E) two hundred and thirty-one and three-tenths (231.3) feet; thence South sixty-five degrees and forty-five minutes East (S 65° 45' E) one hundred and twenty-six and seven-tenths (126.7) feet, more or less, to a stone in the center of the road; thence North fifty-eight degrees and thirty minutes East (N 58° 30' E) four hundred and three and nine-tenths (403.9) feet; thence South fifty degrees and fifteen minutes East (S 50° 15' E) one hundred and seventy-nine and five-tenths (179.5) feet; thence North forty-five degrees and twelve minutes East (N 45° 12' E) five hundred and seventy-five and five tenths (575.5) feet, more or less, to a stone; thence South no degrees and forty-five minutes East (S 0° 45' E) eight hundred and thirty-five and one-tenth (835.1) feet; thence North eighty-nine degrees and forty-five minutes West (N 89° 45' W) six hundred and ten and five-tenths (610.5) feet, more or less, to an eighteen-inch apple tree; thence South thirty-eight degrees and fifteen minutes West (S 38° 15' W) three hundred and sixty-three (363) feet; thence North sixty-four degrees and fifteen minutes West (N 64° 15' W) five hundred and ninety-three and three-tenths (593.3) feet, more or less, to a point on the west line of the said southeast quarter of Section 35; and thence along the west line of the said southeast quarter, North one degree and forty-one minutes West (N 1° 41' W) nine hundred and eighty-five and two tenths (985.2) feet, more or less, to the place of beginning; containing an area of twenty-two and four-tenths (22.4) acres, more or less.

Fourth Parcel:

A part of the southwest quarter of Section Thirty-five (35). Town twenty-three (23) North. Range Seventeen (17) West of the Ohio River Survey, and being included within the lines described as follows, to wit:

Beginning at a stone at the northeast corner of the southwest quarter of Section Thirty-five (35); thence along the east line of the said southwest quarter of Section 35, South one degree and forty-one minutes East (S 1° 41' E) seven hundred and fifty-nine (759) feet, more or less; thence North eighty-five degrees and sixteen minutes West (N 85° 16' W) one thousand six hundred and seventeen (1617) feet to a point on the east bank of Black Fork Creek near the low water mark; thence along the said low water mark of Black Fork Creek, North forty-eight degrees and fifty minutes East (N 48° 50' E) two hundred and eighty-three and five-tenths (283.5) feet; thence North thirty-three degrees and fifty-four minutes East (N 33° 54' E) one hundred and ninety-eight (198) feet to a point in Black Fork Creek; thence South seventy-seven degrees and fifty-three minutes East (S 77° 53' E) four hundred and sixty-five and six-tenths (465.6) feet; thence North seventy-seven degrees and no minutes East (N 77° 00' E) four hundred and twenty-five and seven-tenths (425.7) feet to a point in Black Fork Creek; thence North fifteen degrees and thirty minutes West (N 15° 30' W) two hundred and seventy-eight and eight-tenths (278.8) feet, more or less, to a point on the north line of the said southwest quarter of Section 35; and thence along the said north line of the southwest quarter of Section 35, South eighty-nine degrees and forty-five minutes East (S 89° 45' E) four hundred and seventy-

one and nine-tenths (471.9) feet, more or less, to the place of beginning; containing an area of sixteen and no-tenths (16.0) acres, more or less.

The lands hereby conveyed and described as the First, Second, Third and Fourth Parcels, being all of the lands of the grantor (George B. Milligan) in the said Sections Twenty-six (26) and Thirty-five (35), and having a combined area of one hundred and sixteen and three-tenths (116.3) acres, more or less.

The certificate of title above referred to is over the signature of one Nettie Nulton, Title Attorney of the Conservancy District, and the same is supplemented by a report on the title to this property as the same appears in an abstract of title which was likewise submitted to me in connection with my investigation of the title, in and by which George B. Milligan owns and holds this property. From the examination thus made by me, I find that George B. Milligan has a good merchantable fee simple title to the above described property, subject to the lien of the sum of \$246.52 taxes (including estimate for 1934) to be paid by purchaser, as part of purchase price and subject to a mortgage for \$1022.40 owed to W. O. Kendig, which is to be paid by purchaser, and included in the purchase price; also subject to the following oil and gas leases and pipe line rights executed on and with respect to this property, to wit:

Oil and gas lease from G. W. and Nancy Milligan to Ohio Fuel Supply Co., dated Oct. 17, 1910, and recorded in Vol. 13, page 13; oil and gas lease from G. W. Milligan and Nancy F. Milligan to Ohio Fuel Supply Co., dated July 9, 1914, and recorded in Vol. 19, page 393; and oil and gas lease from George B. and Ethel Milligan to W. J. Lyons and E. M. Geiger, dated October 24, 1922, recorded in Vol. 24, page 619 and assigned to W. J. Lyons, E. M. Geiger, Ford E. Barnhart and George A. Hunt, Trustees, Dec. 12, 1922 and from them assigned to the Round Top Oil Co., Sept. 17, 1923, and by The Round Top Oil Co., assigned to John Harmon Feb. 15, 1926 and by him assigned to Ford E. Barnhart Feb. 27, 1926 and by Ford E. Barnhart assigned to A. E. Johnson March 30, 1926.

Pipe line rights from G. W. Milligan to Ohio Fuel Supply Co., dated September 6, 1911, recorded in Vol. 9, page 500.

It appears that there is some doubt as to title to 2.68 Acres in S. E. $\frac{1}{4}$ Sec. 35,—to which grantor may have only an equitable title,—but, purchase price of the whole 116.50 acres would not be affected by omission of merely 2.68 acres. So objections are waived.

Son of Grantor has part of the farm seeded,—“share and share alike.”

With the other files relating to the purchase of this property, you have submitted a deed form of a warranty deed to be executed by George B. Milligan and by Ethel Milligan, his wife, for the purpose of conveying this property to the Muskingum Watershed Conservancy District, which is a body corporate and a political subdivision of the state of Ohio. Upon examination of the deed form submitted, I find that the form of this deed is such that the same, when it is properly executed and acknowledged by said George B. Milligan and Ethel Milligan, will be effective to convey the property here in question to the Muskingum Watershed Conservancy District by full fee simple title, free and clear of the inchoate dower interest of Ethel Milligan, with a warranty that the property is free and clear of all encumbrances whatsoever.

As a part of the files relating to the purchase of the above described property, you have submitted to me contract encumbrance record No. 18. This instrument, which is executed upon the regular form used by state officers and departments in encumbering funds for the purpose of meeting contractual obligations of the State for the use of such officers or departments, is authenticated by the signatures of T. J. Haley and

C. W. Ullom, acting pursuant to the authority of a resolution of the Board of Directors of the Muskingum Watershed Conservancy District. Although this resolution of the Board of Directors of said Conservancy District does not, of course, give to the persons above named the status of state officers or agents, or give them any authority to contract on behalf of the state of Ohio, their signatures on this contract encumbrance record do have the effect of authenticating the fact that the Muskingum Watershed Conservancy District has contracted for the purchase of the particular property therein described and afford a sufficient predicate to the certificate of the Director of Finance that there is a sufficient unencumbered balance to the credit of the Muskingum Watershed Conservancy District under the appropriation made to said Conservancy District in and by House Bill No. 61 enacted by the 90th General Assembly under date of April 7, 1934; all of which is contemplated by and is in accordance with the agreement entered into by and between the Controlling Board and the Board of Directors of said Conservancy District with respect to the expenditure of the moneys appropriated by said act for the uses and purposes of the Conservancy District.

In this view and for the purpose above stated, this contract encumbrance record has been properly executed and the same shows that there is a sufficient unencumbered balance in the appropriation account covered by the moneys released by the Board of Control to pay the purchase price of the real property here in question, which purchase price is the sum of \$9000.00. In this connection, it is noted that under date of December 5, 1934, the Controlling Board released from this appropriation account an additional sum of \$100,000, which is an amount sufficient to cover the purchase price of the real property here in question and of all other tracts of land which have been submitted to this office for consideration.

Subject to the exceptions above noted, the title to the above described property of George B. Milligan is approved, and the certificate of title, warranty deed, contract encumbrance record No. 18 and other files relating to this purchase are herewith enclosed for further appropriate action on your part and upon the part of the Auditor of State.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

3891.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES
 AS RESIDENT DIVISION DEPUTY DIRECTOR—LOUIS L. DRASLER.

COLUMBUS, OHIO, January 31, 1935.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted a bond, in the penal sum of \$5,000, with surety as indicated, to cover the faithful performance of the duties of the official as hereinafter listed:

Louis L. Drasler, Resident Division Deputy Director in Division No. 12
 —The United States Fidelity and Guaranty Company.

The above bond is undoubtedly executed pursuant to the provisions of sections 1182 and 1182-3, General Code. These sections, so far as pertinent, provide as follows: