

village to join in its maintenance or repair would be necessarily implied from their power to construct it. However, what is proposed to be done in the case you present is more than a repair, even though it is expected to supply from the old building most of the material for the new building. This would certainly constitute either an improvement or an erection of a building. In my Opinion No. 2404, above referred to, I held that the installation of a new heating plant was an improvement rather than a repair of a township hall. I am of the view, therefore, that my opinion found in Opinions of the Attorney General for 1933, Volume III, page 1707, is dispositive of your question. The syllabus of this opinion reads as follows:

"1. A township and village located in such township cannot unite in the erection of a public building without submitting the same to a vote of the electors of both subdivisions.

2. The only method by which the approval of such electors to such an improvement can be obtained, is by submitting to them the question as to whether or not a tax shall be levied on all the property subject to taxation in such township and village for such improvement.

3. Upon the approval of the electors by the vote required by section 3402 of the General Code, the cost of said improvement may, if it is not necessary to levy an additional tax therefor, be paid out of the general funds of said subdivisions."

I am therefore of the opinion that a township and village located in such township cannot unite in the erection of a new public building without submitting the same to a vote of the electors of both subdivisions as required by sections 3399, et seq., General Code, even though most of the material for said buildings is to be supplied from an old building which it is proposed to raze and which had been constructed jointly by such township and village.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3702.

APPROVAL, COPY OF WARRANTY DEED EXECUTED BY G. C. GRESS AND FLORENCE GRESS AND ENCUMBRANCE RECORD RELATING TO THE PROPOSED PURCHASE OF LAND IN COSHOCTON COUNTY BY THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT.

COLUMBUS, OHIO, December 29, 1934.

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, a copy of a warranty deed executed by one G. C. Gress and by Florence Gress, his wife, and contract encumbrance record No. 38, relating to the proposed purchase by the Muskingum Watershed Conservancy District of a tract

of land in Franklin Township, Coshocton County, Ohio, and which is more particularly described as follows:

Situate in township four (4), north, range six (6) west, United States Military District, thirty-seven (37) acres more or less in the southeast quarter of the southeast quarter of section twenty-three (23) lying north and west of Wills Creek, and being all of the Owner's land in said quarter section, for a more particular description of which reference is made to the deed from Humphrey Atcheson and wife to Washington Stickell, dated June 12, 1837, recorded in Coshocton County deed book 11, page 510, containing forty-one and eighty-seven one hundredths acres (41.87) excepting therefrom the five (5) acres in the southeast corner conveyed to Francis W. Lapp.

Upon examination of this certificate of title, which is over the signature of one P. S. Olmstead and which is supplemented by a report made by him upon the abstract of title, which was likewise submitted to me, I find that G. C. Gress has a good merchantable title to the above described property and that the same is free and clear of all encumbrances except the undetermined taxes on this property for the year 1934, which are a lien upon this property, and except the following easements and leases which stand as encumbrances upon this property:

Jacob Skiles and Lieu Skiles	Agreement
To	Dated January 20, 1898
The Frendenberger Oil Company	A. of A. Record Vol. 1, Page 27

Agreement to transfer, sell and convey $\frac{7}{8}$ interest in Oil and Gas in said premises. Probably intended as oil and gas lease. Dated January 20, 1898. A. of A. Record Vol. 1, Page 27. Has expired by its own terms unless a well has been completed or rentals paid. Do not have information on that subject.

* * * * *

G. C. Gress	Easement
To	Dated January 26, 1933
The Ohio Bell Telephone Company	Vol. 34, Page 244, Lease Records

Easement—dated January 26, 1933—from G. C. Gress—Right * * to construct, re-construct, operate, maintain and remove lines of telephone and telegraph, etc., upon, across, over, in or under said premises, with right of ingress, egress, to trim trees.

* * * * *

G. C. Gress	Oil and Gas Lease
To	Dated September 15, 1922
The Empire Gas and Fuel Company	Vol. 20, Page 129, Lease Records

The lease sets up The Medina Gas & Fuel Company as the Lessee but it is signed by The Empire Gas & Fuel Company. No cancellation of this lease on record.

G. C. Gress	Oil and Gas Lease
To	Dated January 13, 1927
The Ohio Central Gas Company	Lease Record 24, Page 487

The lease sets up The Ohio Central Gas Company as the Lessee but it is signed by the Ohio Fuel Supply Company, but NOT signed by any officer or persons representing the Lessee.

* * * * *

The Ohio Central Gas Company	Assignment of Lease
To	Dated December 31, 1927
The Preston Oil Company	Vol. 27, Page 258— 265 Lease Records

Assignment by The Ohio Central Gas Company to The Preston Oil Company of the mineral oil covered by lease last above set out (Lease Record 24, Page 487).

As above noted, you have submitted as a part of the files relating to the purchase of this property a copy of a warranty deed executed by G. C. Gress and Florence Gress, his wife, in and by which the property above described is conveyed to the Muskingum Watershed Conservancy District, a body corporate and political subdivision of the State of Ohio. I am advised that the deed executed by the grantor and his wife has been placed in escrow and that the same is to be delivered to the Muskingum Watershed Conservancy District upon payment of the purchase price of the property. Upon examination of the copy of this deed, I find that the deed has been properly executed and acknowledged with the following exceptions, to-wit:

The copy of said deed submitted to me does not show that the notary public who took the acknowledgment of the grantors affixed his official seal to the same, that is, there is no notation on the copy to show the impress of said seal. In the second place, the copy of said deed submitted to me does not show that the name of the notary who took this acknowledgment was printed or typewritten on the original deed or that his name appeared in his official seal.

Upon examination of the terms and provisions of this deed, as they appear by the copy submitted to me, I find that the form of this deed is such that the same is legally sufficient to convey this property to the Muskingum Watershed Conservancy District by full fee simple title with a warranty that said premises are free from all encumbrances whatsoever except the following:

Except an oil and gas lease thereon originally granted to the Ohio Central Gas Company, dated January 13, 1927, recorded in lease Record 24, Page 487, Coshocton County Lease Records and by assignment now owned by the Preston Oil Company as to the oil rights all as set forth in an assignment duly recorded in Lease Records, Vol. 37, Page 258, and as to all gas rights now owned by the Ohio Fuel Gas Company under assignment from the Ohio Central Gas Company, said assignment being recorded in Volume 27, Page 248 of the Coshocton County Lease Records.

All rights of the Grantors herein as Lessors under said oil and gas leases are hereby transferred and conveyed to the Grantees, the Muskingum Watershed Conservancy District.

Grantor is to pay the taxes due and payable in December, 1934, and Grantee is to assume and pay taxes and assessments payable thereafter.

As a part of the files relating to the purchase of this property, you have submitted contract encumbrance record No. 38 which has been approved by T. J. Haley and C. W. Ullom. The persons here named have signed this contract encumbrance record pursuant to a resolution of the Board of Directors of the Muskingum Watershed Conservancy District and their purpose in signing this contract encumbrance record is, of course, simply to authenticate the fact that the Muskingum Watershed Conservancy District has contracted for the purchase of this property as a necessary predicate to the certificate of the Director of Finance that there is a sufficient unencumbered balance in the appropriation account to the credit of the Muskingum Watershed Conservancy District under the appropriation made to it by House Bill No. 61 enacted by the 90th General Assembly in special session under date of April 7, 1934, to pay the purchase price of this property, which purchase price is the sum of \$3560.

It appears further, in this connection, that under date of December 5, 1934, the Controlling Board released from the appropriation made by the legislature for the use of the Muskingum Watershed Conservancy District the sum of \$100,000 in addition to the amount of \$125,000 released by the Controlling Board under date of July 19, 1934. This sum so released by the Controlling Board is more than sufficient to cover the purchase price of the property here in question and of other tracts of land which have been purchased or contracted for by the Conservancy District.

I am accordingly approving the title of G. C. Gress in and to the above described property, subject to the exceptions above noted, and I am herewith returning for further appropriate action upon your part and upon the part of the Auditor of State the certificate of title and the report supplemental thereto, the copy of the warranty deed executed by G. C. Gress and wife, and encumbrance record No. 38, above referred to.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3703.

APPROVAL, PAPERS IN CONNECTION WITH CONVERSION OF THE
HOME LOAN AND BUILDING ASSOCIATION OF HAMILTON,
OHIO.

COLUMBUS, OHIO, December 29, 1934.

HON. HARRY L. EVERTS, *Superintendent of Building and Loan Associations of Ohio,*
Columbus, Ohio.

DEAR SIR:—I have examined the various papers submitted by you in connection with the conversion of The Home Loan and Building Association of Hamilton, Ohio, into Home Federal Savings and Loan Association of Hamilton, and find the papers submitted and the proceedings of said The Home Loan and Building Association, as disclosed thereby, to be regular and in conformity with the provisions of section 9660-2 of the General Code of Ohio.

All papers, including two copies of the charter issued to the said Home Federal Savings and Loan Association, are returned herewith to be filed by you as a