

The Peerless Lumber Company, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 37 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.

3889.

APPROVAL, CERTIFICATE OF TITLE, ETC., RELATING TO THE PROPOSED PURCHASE BY THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT, OF LAND IN ASHLAND COUNTY, OHIO—WILLIAM H. AND OLIVE HOOVER.

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, contract encumbrance record No. 20, surveyor's certificate and Controlling Board certificate, relating to the proposed purchase by the Muskingum Watershed Conservancy District of two tracts or parcels of land which are owned of record by Ira Hoover, William H. Hoover and Olive Hoover 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 southwest quarter of Section Twenty-Six (26), Town Twenty-three (23) North, Range Seventeen (17) West of the Ohio River Survey, and being further described as follows, to wit:

Being all of the said southwest quarter of Section Twenty-six (26) lying south and west of the center line of Black Fork Creek, excepting therefrom twenty-three (23) acres in the northwest corner of the said southwest quarter of Section 26, formerly conveyed by Joseph Hoover to Jacob Holzer by deeds recorded in Volume four (4), page two hundred and eighty-seven (287) of the Deed Records of Richland county, Ohio, and Volume twelve (12), page three hundred and fifty-eight (358) of the Deed Records of Richland County, Ohio. The said exception of twenty-three (23) acres being included within the lines described as follows, to wit:

Beginning at a point at the northwest corner of the said southwest quarter of Section 26; thence easterly along the north line of the said southwest quarter of Section 26, seven hundred and thirty-five and one-tenth (735.1) feet; thence southerly and parallel to the west line of Section 26, one thousand four hundred and fifty-two (1452) feet; thence westerly and parallel to the said north line of the southwest quarter of Section 26, two hundred and forty and one-tenth (240.1) feet; thence northerly and parallel to the said west line on Section 26, one hundred and thirty-two (132) feet; thence westerly and parallel to the

said north line of the southwest quarter of Section 26, four hundred and ninety-five (495) feet to a point on the said west line of Section 26; and thence northerly along the said west line of Section 26, one thousand three hundred and twenty (1320) feet to the point of beginning; containing an area of twenty-three (23) acres, more or less.

The lands in the First Parcel hereby conveyed having an area of one hundred and twenty and one-tenth (120.1) acres, more or less, and being all of the lands of the grantors (Wm. H. Hoover et al.) in the said southwest quarter of Section 26.

Second 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 an iron pin on the west line of the southeast quarter of Section Twenty-six (26), said iron pin being North two degrees and thirty-two minutes East (N 2° 32' E) one thousand five hundred and forty-eight and four-tenths (1548.4) feet, more or less, from a stone at the southwest corner of the said southeast quarter of Section 26; thence along the said west line of the southeast quarter of Section 26, North two degrees and thirty-two minutes East (N 2° 32' E) three hundred and fifty-nine and six-tenths (359.6) feet to a point on the south bank of Black Fork Creek, which point is forty-three (43) feet perpendicularly from the center line of said Black Fork Creek, said center line being also the dividing line between the lands of Wm. H. Hoover et al. on the south and west and the lands of John Newberger and of Wade and Ira King on the north and east; thence along a line parallel to and forty-three (43) feet distant from the said center line of Black Fork Creek by the following eleven (11) courses and distances, North twenty-three degrees and twelve minutes East (N 23° 12' E) one hundred and seventy-six and five-tenths (176.5) feet, thence North twenty degrees and thirteen minutes East (N 20° 13' E) one hundred (100) feet, thence North thirty-five degrees and twenty-eight minutes East (N 35° 28' E) seventy-nine and five-tenths (79.5) feet, thence North seventy-four degrees and fourteen minutes East (N 74° 14' E) sixty-eight and four-tenths (68.4) feet, thence South sixty-nine degrees and two minutes East (S 69° 02' E) seventy-seven and seven-tenths (77.7) feet, thence South fifty-five degrees and nineteen minutes East (S 55° 19' E) one hundred and sixty-two and three-tenths (162.3) feet, thence South thirty-five degrees and six minutes East (S 35° 06' E) eighty-seven and nine-tenths (87.9) feet, thence South nine degrees and thirty-two minutes East (S 9° 32' E) seventy-three and six-tenths (73.6) feet, thence South eighteen degrees and fifty-two minutes West (S 18° 52' W) one hundred and fifty-five and seven-tenths (155.7) feet, thence South eighteen degrees and one minute West (S 18° 01' W) one hundred and eighty-five and six-tenths (185.6) feet, and thence South fifteen degrees and forty-four minutes West (S 15° 44' W) one hundred and thirty-five (135) feet to a point on the dividing line between the lands of Wm. H. Hoover et al. on the north and the lands of Geo. B. Milligan on the south; thence leaving the said bank of Black Fork Creek and along the said dividing line between Hoover and Milligan, North eighty-six degrees and forty-eight minutes West (N 86° 48' W) three hundred and fifty-six and nine-tenths (356.9) feet, more or less, to the place of beginning; containing an area of seven and four-tenths (7.4) acres, more or less.

The lands in the Second Parcel hereby conveyed being all of the lands

of the grantors (Wm. H. Hoover et al.) in the said southeast quarter of Section 26.

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, which was likewise submitted to me in connection with my investigation of the title, in and by which Ira Hoover, William H. Hoover and Olive Hoover (all unmarried) own and hold this property. From the examination thus made by me, I find that Ira Hoover, William H. Hoover and Olive Hoover have a good merchantable fee simple title to the above described property, subject to \$57.75 court costs in Case No. 20544 and to \$118.06 taxes to be paid by the purchaser and included in purchase price. This tax includes estimated 1934 tax (undetermined as yet). And subject further 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 Sarah Hoover, W. H. Hoover, Ira Hoover and Oliver Hoover to Logan Natural Gas & Fuel Company, dated April 30, 1911, on 190 acres and recorded in Lease Record 10, page 313; Oil and Gas Lease from Sarah Hoover et al. to E. M. Greiger, Ernest Berry and Ford E. Barnhart, dated May 15, 1923 on 119 acres, recorded in Lease Record 25, page 241; also pipe-line rights from Sarah Hoover to Ohio Fuel Supply Co., dated April 29, 1911, and recorded in Lease Record 9, pages 587, 588.

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 Ira Hoover, William H. Hoover and Olive Hoover, all unmarried, 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 Ira Hoover, William H. Hoover and Olive Hoover, will be effective to convey the property here in question to the Muskingum Watershed Conservancy District by full fee simple title, 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. 20. 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 \$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