

4129.

APPROVAL, BONDS OF HARRISON TOWNSHIP RURAL SCHOOL DISTRICT,
HENRY COUNTY, OHIO, \$4452.17.

COLUMBUS, OHIO, APRIL 6, 1935.

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

4130.

APPROVAL, CERTIFICATE OF TITLE, ETC. RELATING TO THE PROPOSED
PURCHASE OF LAND IN MIFFLIN TOWNSHIP, ASHLAND COUNTY,
OHIO, BY THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT.

COLUMBUS, OHIO, APRIL 6, 1935.

The Board of Trustees 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. 61, surveyor's certificate and Controlling Board certificate, relating to the proposed purchase by the Muskingum Watershed Conservancy District of one tract or parcel of land which is owned of record by Wade King and Ira King in Mifflin Township, Ashland County, Ohio, which parcel of land is more particularly described by metes and bounds as follows:

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 at the southeast corner of the said Section Twenty-six (26); thence along the south line of said Section 26, north eighty-six degrees and thirty-five minutes west (N. 86° 35' W) five hundred and twenty three and one-tenth (523.1) feet, more or less, to the intersection of said south line of Section 26 with the centerline of the public road; thence along the said centerline of the public road, north five degrees and ten minutes east (N 5° 10' E) one hundred and sixty and one-tenth (160.1) feet; thence leaving the said center line of the public road, north eighty-six degrees and thirty-five minutes west (N. 86° 35' W) one hundred and eighty-three and three-tenths (183.3) feet; thence south five degrees and ten minutes west (S 5° 10' W) fifty-nine and six-tenths (59.6) feet; thence north eighty-six degrees and thirty-five minutes west (N 86° 35' W) three hundred and seventy-seven and seven-tenths (377.7) feet to a point on the centerline of Black Fork Creek; thence along the centerline of said Black Fork Creek, northwesterly and northerly with the meanderings thereof, to a point on the north line of the tract herein described; thence leaving the centerline of said Black Fork Creek, south eighty-six degrees and thirty-five minutes east (S 86° 35' E) parallel to the north line

of the said southeast quarter of Section 26, two thousand and seventy-nine (2079) feet, more or less, to a point on the east line of said Section 26, which point is southerly and six hundred and eighty-seven and one-tenth (687.1) feet from the northeast corner of the said southeast quarter of Section 26; and thence southerly along the said east line of Section 26 to the place of beginning; containing an area of seventy-eight and six-tenths (78.6) 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 Wade King and Ira King own and hold this property. From the examination thus made by me, I find that Wade King and Ira King have a good merchantable fee simple title to the above described property, subject to the lien of the taxes on the property for the year 1934, estimated at \$47.20 and subject further to the following leases:—

A School lease from Benjamin King to Board of Education, Mifflin Township, dated June 13, 1888, recorded in Vol. 2, page 13, leasing nine feet for roadway; long since abandoned.

An oil and gas lease from Martha E. King to Logan Natural Gas & Fuel Co., dated April 26, 1910, recorded in Vol. 10, page 233. In 1929 Logan Natural Gas Co. quit paying on this lease to Martha King, mother of Ira and Wade King. Oil and gas never found in paying quantities. No well drilled under this lease.

An oil and gas lease from Martha King to J. H. Harmon and E. M. Geiger, dated May 11, 1922, recorded in Vol. 24, page 488. Released by E. M. Geiger; J. H. Harmon unknown to any of informants, Geiger lives at Mansfield, Ohio. Geiger started and completed well now on premises. This well never had sufficient flow to burn a flame.

An oil and gas lease from Martha King to E. M. Geiger and Ford E. Barnhart, dated February 13, 1923, recorded in Vol. 24, page 620. Quit paying on this lease and left drills and tools in field for two years after completion. Drills and machinery sold to Pittsburg firm and taken away. Quit paying \$10.50 quarterly when well drilled in 1929. Martha King bought well for \$150 from Geiger.

Pipe line rights from Martha E. King to Ohio Fuel Supply Co., dated April 29, 1911, recorded in L. R. 9, page 498-500.

Pipe line rights from Martha E. King to Logan Natural Gas & Fuel Co., dated July 12, 1911, recorded in L. R. 9, page 530.

Pipe line rights from Martha E. King to John D. Kerr, dated August 5, 1912, recorded in L. R. 16, page 354. Assignments successively to: Medina Gas & Fuel Co., L. R. 15, page 412; Central Ohio Gas Co., L. R. 24, page 573; Ohio Public Service Co., L. R. 23, page 552; Ohio Fuel Gas Co., L. R. 29, page 42.

The owners state that The Medina Gas and Fuel Co. had the only line ever laid through the King place. However same was taken up more than twenty years ago. No pipe line through the place at the present time.

In the suit, No. 20762, Ashland Common Pleas Court, *Mary Wallace et al. vs. E. I. and Wade King*, which concerns other land, the court costs are undetermined.

The costs in Probate Court of the Camilla King guardianship should be paid when deal is closed.

Predecessor of present owners, Benjamin King, received a deed with faulty description in 1885; but evidence of complete possession by his own family ever since; so title would be good by description.

It appears that Wade King is unmarried, Camilla King, the wife of Ira King,—is under guardianship of Ira King, and he, as guardian, has authority to sign deed as guardian for his wife Camilla.

With the other files relating to the purchase of this property, you have submitted a warranty deed form to be executed by Wade King and Ira King, as individuals, and Ira King as Guardian for Camilla King (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 Wade King and Ira King, as individuals, and Ira King as Guardian for Camilla King, 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 Camilla King, with a warranty that the property is free and clear of all incumbrances 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. 61. 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 \$5600.00. 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 Wade King and Ira King, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 61 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.