

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 \$3,750.00. 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 Birdie M. Whittenmire is approved, and the certificate of title, warranty deed, contract encumbrance record No. 17 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.*

---

3888.

APPROVAL, CERTIFICATE OF TITLE, ETC., RELATING TO PROPOSED PURCHASE BY THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT, OF LAND IN ASHLAND COUNTY, OHIO—THE PEERLESS LUMBER COMPANY.

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. 37 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 The Peerless Lumber Company in Mifflin Township, Ashland County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

Being a part of the southwest quarter of Section Twenty-five (25), Town twenty-three (23) North and Range Seventeen (17) West, of the Ohio River Survey; and being included within the lines described as follows, to wit:

*First Parcel:*

Beginning at a point in the southeast corner of the southwest quarter of Section Twenty-five (25); thence westerly along the south line of said Section 25, to a point which is one thousand six hundred and fifty (1650) feet east of the southwest corner of said Section 25; thence northerly and parallel with the west line of said Section 25, sixteen and five-tenths (16.5) feet; thence westerly and parallel with the south line of said Section 25, nine hundred and ninety (990) feet; thence northerly and parallel with the west line of said Section 25, one hundred and fifty-six and seventy-five hundredths (156.75) feet; thence westerly and parallel with the south line of said Section 25, six hundred and sixty (660) feet to a point on the west line of said Section 25; thence northerly along the west line of said Section 25, to a point which is two hundred and eighty and five-tenths (280.5) feet south of the northwest corner of the southwest quarter of Section 25; thence easterly and parallel to the north line of said quarter section, three hundred and thirty (330) feet; thence northerly and parallel with the west line of Section 25, two hundred and eighty and five-tenths (280.5) feet to a point on the north line of the said southwest quarter of Section 25; thence easterly along said north line of the southwest quarter of Section 25; thence southerly and parallel to the east line of said southwest quarter, twenty-five (25) feet; thence easterly and parallel to the north line of said southwest quarter, twenty (20) feet to a point on the east line of said southwest quarter of Section 25; and thence southerly along the said east line of the southwest quarter to the point of beginning; containing an area of one hundred and fifty-four (154) acres, more or less.

*Second Parcel:*

Being the undivided one-half ( $\frac{1}{2}$ ) interest in the following tract, beginning at a point at the northeast corner of the southwest quarter of Section Twenty-five (25); thence southerly along the east line of the said southwest quarter, twenty-five (25) feet; thence westerly and parallel to the north line of the said southwest quarter, twenty (20) feet; thence northerly and parallel to the said east line of the southwest quarter; and thence easterly along the said north line of the southwest quarter, twenty (20) feet to the point of beginning; containing an area of one-hundredth (0.01) acre, more or less.

The lands hereby conveyed being all the lands of the grantor (The Peerless Lumber Company) in the southwest quarter of said Section 25; together with all rights which the Grantor or its predecessors in title have or claim to have, either directly or indirectly, by way of reversion or remainder; but subject to all legal highways.

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 The Peerless Lumber Company owns and holds this property. From the examination thus made by me, I find that The Peerless Lumber Company has a good merchantable fee simple title to the above described property, subject to the lien of the sum of \$177.18, taxes (including estimated taxes for 1934) to be paid by purchaser, and included in purchase price and subject further to the following pipe line rights executed on and

with respect to this property by predecessor in title of The Peerless Lumber Company, to wit:

Pipe Line Rights from James and Blanche Culler to The Ohio Fuel Supply Co., dated July 26, 1911, recorded in Vol. 16, page 140 and assigned to Ohio Fuel Gas Co., recorded in Vol. 26, page 387; pipe line rights from James and Blanche Culler to Logan Natural Gas & Fuel Co. dated September 11, 1912, recorded in Vol. 16, page 404 and assigned to Logan Gas Co., recorded in Vol. 24, page 588 and later assigned to Ohio Fuel Gas Co., Vol. 29, page 448; also pipe line rights from James and Blanche Culler to Medina Gas and Fuel Co., dated October 21, 1921, recorded in Vol. 16, page 379, and assigned to Central Ohio Gas Co., recorded in Vol. 24, page 573 and assigned to Ohio Public Service, recorded in Vol. 23, page 552, and later assigned to Ohio Fuel Gas Co., recorded in Vol. 29, page 42.

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 The Peerless Lumber Company, 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 The Peerless Lumber Company, 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. 37. 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 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 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 \$3,750. 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

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