

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 \$9,500.00. 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 H. Sandel, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 13 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.

3803.

APPROVAL, CERTIFICATE OF TITLE, ETC., TO LAND IN FRANKLIN TOWNSHIP, COSHOCTON COUNTY, OHIO, IN CONNECTION WITH MUSKINGUM WATERSHED CONSERVANCY DISTRICT.

COLUMBUS, OHIO, January 12, 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, detailed chain of title and comments, certificate of items not of record, warranty deed form, owner's description, surveyor's certificate, contract

encumbrance record 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 John F. Lapp 8/9 and Martha E. Lapp 1/9 (husband and wife) in Franklin Township, Coshocton County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

First Parcel:

The following lands situate in the State of Ohio, County of Coshocton and Township of Franklin, being part of the north half of the southwest quarter of Section Twenty-two (22), Town Four (4) North, Range Six (6) West of the United States Military Survey; the lands hereby conveyed being included within the lines described as follows, to wit:

Beginning at a point at the northwest corner of the southwest quarter of said Section Twenty-two (22), thence along the north line of said southwest quarter, South eighty-three degrees and thirty-one minutes East (S. 83° 31' E.) one thousand two hundred and twenty-four and three-tenths (1224.3) feet, more or less, to an iron pin on the west bank of Wills Creek; thence continuing along the said north line of the southwest quarter, South eighty-three degrees and thirty-one minutes East (S. 83° 31' E.) seventy-four and five-tenths (74.5) feet to the center line of Wills Creek, which center line is also the dividing line between the property of John F. Lapp on the west and the property of Fred W. and Marie Randles on the east; thence southwesterly along said center line of Wills Creek by the following four (4) courses and distances, South fifty-two degrees and five minutes West (S. 52° 05' W.) four hundred and eighteen and four-tenths (418.4) feet, South forty-one degrees and thirty-three minutes West (S. 41° 33' W.) five hundred and forty-nine (549) feet, South fifty-one degrees and forty-seven minutes West (S. 51° 47' W.) four hundred and sixteen and nine-tenths (416.9) feet, and South thirty-seven degrees and fifty-nine minutes West (S. 37° 59' W.) three hundred and seventy-six and two-tenths (376.2) feet to a point on the dividing line between the property of John F. Lapp and of Fred W. and Marie Randles on the north and the property of Francis W. Lapp on the south; thence along the said dividing line North eighty-three degrees and fifty-three minutes West (N. 83° 53' W.) sixty-eight and five-tenths (68.5) feet to an iron pin on the west bank of Wills Creek; thence continuing along said dividing line North eighty-three degrees and fifty-three minutes West (N. 83° 53' W.) ninety-seven and two-tenths (97.2) feet more or less to an iron pin on the west line of said Section Twenty-two (22); and thence along the said west line, North five degrees and twenty-one minutes East (N. 5° 21' E.) one thousand three hundred and fifty-seven and eight-tenths (1357.8) feet more or less to the place of beginning, and containing twenty-one and eight-tenths (21.8) acres be the same more or less and being all the lands of John F. and Martha E. Lapp in said Section Twenty-two (22).

Second Parcel:

The following lands situate in the State of Ohio, County of Coshocton and Township of Franklin, being all of the north half of the southeast quarter of Section Twenty-three (23), Town Four (4) North, Range Six (6) West of the United States Military Survey, containing eighty-three (83) acres more or less and being all the lands of John F. and Martha E. Lapp in said Section Twenty-three (23).

On the one hundred (100) acres in question, title to eighty-three (83) acres appears clear, and title to seventeen (17) acres was acquired by deed with slightly inaccurate description; however, said deed seems to suffice, as monuments prevail and, further, title by adverse possession for more than twenty-one years, in fact 1874, appears to be proved by certificate of Charles E. Royer and so title is considered merchantable.

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 John F. Lapp and Martha E. Lapp own and hold this property. From the examination thus made by me, I find that John F. Lapp has a good merchantable fee simple title to an undivided eight-ninths ($8/9$) interest and Martha E. Lapp a good merchantable fee simple title to an undivided one-ninth ($1/9$) interest in the above described property, subject to the lien of the undetermined taxes on the property for the year 1934 and subject further to the Telephone and Telegraph easement and oil and gas lease and easements executed on and with respect to this property.

Telephone and Telegraph Easement from John F. Lapp to The Ohio Bell Telephone Company on Tracts A and B, dated January 26, 1933, recorded in Lease Record 34, page 245.

Oil and Gas Lease from John F. Lapp et al. to The Logan Natural Gas & Fuel Company, on Tracts A and B, dated August 18, 1932, recorded in Lease Record 22, page 6, and assigned to Logan Gas Company January 2, 1923, Lease Record 21, pages 353 to 394 and to Ohio Fuel Gas Company June 1, 1929, Lease Record 27, pages 121-130. Oil rights assigned to Preston Oil Company, December 31, 1929, Lease Record 29, pages 7-18.

As it is understood that the Conservancy District will take title subject to these leases and easements (to be adjusted later) there should be separate assignments of them, to accompany the deed.

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 John F. Lapp and Martha E. Lapp, husband and 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 John F. Lapp and Martha E. Lapp, 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 John F. Lapp and Martha E. Lapp, 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. 11. 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 \$2,500.00. 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 John F. Lapp and Martha E. Lapp, is approved, and the certificate of title; warranty deed, contract encumbrance record No. 11 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.

3804.

WOMAN—OWNER OF COAL MINE MAY WORK THEREIN IF NOT
UNDER CONTRACT OF HIRE.

SYLLABUS:

A woman who owns a coal mine is not prohibited from working therein under the provisions of Section 1008-1, General Code, unless she is working under a contract of hire.