

No.	Name.	County.	Township.	Acres.
1138	Violet A. Pond.....	Medina,	Guilford,	68
1139	Bessie B. Walling.....	Medina,	Guilford,	13
1140	Rebecca & W. A. Krout.....	Medina,	Guilford,	64
1141	Desdemona Rowley.....	Medina,	Guilford,	108
1142	Jacob H. Leatherman.....	Medina,	Guilford,	62
1143	Edwin A. Steigerwalt.....	Medina,	Montville,	128

I have examined said leases, find them correct as to form, and I am therefore returning the same with my approval endorsed thereon.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2336.

APPROVAL, ABSTRACT OF TITLE TO LAND OF W. H. HARKNESS AND WIFE, IN CLAY TOWNSHIP, MUSKINGUM COUNTY, OHIO.

COLUMBUS, OHIO, July 10, 1928.

HON. JOHN E. HARPER, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication enclosing a corrected abstract of title and a warranty deed executed by one W. H. Harkness and wife, covering a tract of 5.13 acres of land in Clay Township, Muskingum County, Ohio, and more particularly described as follows:

“Situated in the northwest quarter of Section No. 3, Range 14, and Township 14,—beginning at an iron pin in the south line of the tract of land purchased by the State of Ohio from the Tri-County Brick Co., thence south 57 degrees 45 minutes east 6.34 chains to an iron pin in the said south line; thence south 1 degree 17 minutes east 4.00 chains to an iron pin; thence south 52 degrees 13 minutes east 8.23 chains to a stone in the south line of the William H. Harkness tract. Thence north 71 degrees 00 minutes west 15.60 chains to an iron pin in the east line of the Zanesville, Marietta & Parkersburg Ry. right of way, thence along the said east line of the Zanesville, Marietta & Parkersburg right-of-way north 21 degrees 43 minutes east 7.56 chains to the place of beginning, containing 5.84 acres more or less. It is the intention of this deed to describe all the lands now held by the said William H. Harkness in section No. 3, Clay Township, Muskingum County, Ohio.”

An examination of the corrected abstract of title submitted shows that said W. H. Harkness has a good and indefeasible fee simple title to said tract of land free and clear of all encumbrances except the taxes thereon for the year 1928, the amount of which is as yet undetermined.

The warranty deed, signed by W. H. Harkness and Sarah Harkness, his wife, is properly executed and acknowledged and is sufficient in form to convey to the state of Ohio a fee simple title to said lands free and clear of all encumbrances.

From the certificate of the secretary of the controlling board it appears that the purchase of said lands was approved by the controlling board under date of July 20, 1927, payment for the same to be made out of an appropriation in the sum of \$75,000, for the purchase of lands and buildings for the manufacture of road building materials

by prison labor, made in and by House Bill No. 517, enacted by the 86th General Assembly March 27, 1925, and effective July 1, 1925. It is apparent that the appropriation above referred to had lapsed prior to the action of the controlling board under date of July 20, 1927, authorizing the purchase of the tract of land here in question out of said appropriation. However, the records of the controlling board show that you addressed a communication to said board under date of June 17, 1927, before said appropriation had lapsed, requesting said board of control to approve the purchase of this land. I assume from this that there had been such negotiations or other transactions between your department and the owner of this land relating to the purchase of the same out of this appropriation as to constitute a contingent liability against said appropriation within the meaning of section 2 of House Bill No. 502 of the 87th General Assembly, which provides that "unexpended balances of all appropriations and reappropriations, made by the 86th General Assembly, against which contingent liabilities have been lawfully incurred, are to the extent of such liabilities, and whether the same have been lapsed prior to the taking effect of this act with respect thereto or not, hereby appropriated from the funds from which they are originally appropriated or reappropriated and made available for the purpose of discharging such contingent liability."

With this assumption the proceedings of your department and of other authorities of the State of Ohio relating to the purchase of these lands, as well as the abstract of title and warranty deed for said lands, are hereby approved.

I am returning herewith said corrected abstract of title, deed, estimate and controlling board certificate.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2337.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF R. O. ELSEA AND OTHERS, IN BENTON AND MIFFLIN TOWNSHIPS, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, July 10, 1928.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—Recently there was submitted to this department for examination and opinion an abstract of title and a warranty deed covering certain lands situated in Benton and Mifflin Townships, Pike County, Ohio, and more particularly described as follows:

"Beginning at three hickories in the original of the Survey corners and tract of land sold to R. Watts; thence N. 66 W. 97 poles to an ash and hickory corner to said Watts in the line of Joshua Anderson's land, thence N. 24 E. 200 poles to two hickories and walnut, corner to A. Ellison's Survey No. 377; thence S. 34 E. 97 poles to a stake corner to said survey; thence S. 24 W. 200 poles to the place of beginning, containing 121½ (one hundred and twenty one and one quarter) acres of land more or less, being part of N. Massie's Survey No. 15642 on the waters of Sunfish;

Also another tract of adjoining land bounded and described as follows: Beginning at a white oak 3 ash and 1 elm S. W. corner of the original tract