

6911, General Code, quoted in your letter. You state that the road is to be improved by applying tarvia to it and I assume that it is proposed to resurface the road with tarvia rather than to patch a tarvia road by applying tarvia in worn places.

It is observed that the unanimous vote required by Section 6911, General Code, is necessary, even though only a part of a road is to be improved by grading or draining. The grading or draining of a part of a road in many instances would constitute a minor improvement compared to the surfacing of such road with a paving material such as tarvia. It is my opinion that this requirement as to unanimous vote where a road or part thereof is to be improved by paving would be applicable to cases where the road is to be resurfaced with tarvia.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

3996.

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

COLUMBUS, OHIO, March 4, 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, engineer's certificate re. gravel pit, contract encumbrance record No. 56 and Controlling Board certificate, relating to the proposed purchase by the Muskingum Watershed Conservancy District of three tracts or parcels of land which are owned of record by Austin H. Bash and Anna Bash, in Franklin Township, Tuscarawas County, Ohio, which parcels of land are more particularly described by metes and bounds as follows:

First Parcel:

A part of Lot Twenty-three (23) in the First Quarter of Township Ten (10) North, Range Three (3) West of the United States Military Survey; and being included within the lines described as follows, to wit:

Beginning at the southeast corner of said Lot Twenty-three (23); thence along the south line of said Lot 23, North eighty-three degrees and fifteen minutes West (N 83° 15' W) one thousand six hundred and seventy-three and one-tenth (1673.1) feet; thence North six degrees and fourteen minutes East (N 6° 14' E) one thousand three hundred and eighty-six (1386) feet; thence North seven degrees and fourteen minutes East (N 7° 14' E) two hundred and eighty-four and five tenths (284.5) feet, more or less, to a point on the north line of said Lot 23; thence along the said north line of Lot 23, South eighty-three degrees and fifteen minutes East (S 83° 15' E) one thousand and fifty-two and four tenths (1052.4) feet, more or less, to the intersection of the said north line of Lot 23 with the west right-of-way line of the Cleveland, Lorain and Wheeling Railway; thence along the said west right-of-way line of the

Cleveland, Lorain and Wheeling Railway, South twenty-six degrees and four minutes East (S 26° 04' E) one thousand one hundred and forty-seven and eight-tenths (1147.8) feet, more or less, to the point of intersection of the said west right-of-way line of the Cleveland, Lorain and Wheeling Railway with the east line of said Lot 23; thence along the said east line of Lot 23, South five degrees and fifty-three-minutes West (S 5° 53' W) seven hundred and five and five tenths (705.5) feet, more or less, to the place of beginning; containing an area of fifty-seven and three-tenths (57.3) acres more or less.

Second Parcel:

Being a part of Lot Twenty-three (23) in the First Quarter of Township Ten (10) North, Range Three (3) West of the United States Military Survey; and being included within the lines described as follows, to wit:

Beginning at a point on the south line of said Lot Twenty-three (23), which point is North eighty-three degrees and fifteen minutes West (N 83° 15' W) one thousand six hundred and seventy-three and one-tenth (1673.1) feet from the southeast corner of said Lot 23; thence from this point of beginning, along the said south line of Lot 23, North eighty-three degrees and fifteen minutes West (N 83° 15' W) five hundred and forty-eight and two-tenths (548.2) feet; thence North Nineteen degrees and One minute East (N 19° 01' E) one hundred and eighty-seven and six-tenths (187.6) feet; thence South eighty-three degrees and twenty-five minutes East (S 83° 25' E) five hundred and six and seven-tenths (506.7) feet; and thence South six degrees and fourteen minutes West (S 6° 14' W) one hundred and eighty-four and eight-tenths (184.8) feet, more or less, to the point of beginning; containing an area of two and twenty-three hundredths (2.23) acres, more or less.

Third Parcel:

A part of Lot Twenty-four (24) in the First Quarter of Township Ten (10) North, Range Three (3) West of the United States Military Survey; and being included within the lines described as follows, to wit:

Beginning at a point where the south line of said Lot Twenty-four (24) intersects the west right-of-way line of the Cleveland, Lorain and Wheeling Railway, which point is first, North five degrees and fifty-three minutes East (N 5° 53' E) seven hundred and five and five-tenths (705.5) feet along the east line of Lot 23 and thence North twenty-six degrees and four minutes West (N 26° 04' W) one thousand one hundred and forty-seven and eight-tenths (1147.8) feet, along the west right-of-way line of the Cleveland, Lorain and Wheeling Railway, from the southeast corner of Lot 23; thence from the above point of beginning, North eighty-three degrees and fifteen minutes West (N 83° 15' W) one thousand and fifty-two and four-tenths (1052.4) feet; thence North seven degrees and fourteen minutes East (N 7° 14' E) five hundred and twenty-two and one-tenth (522.1) feet; thence North eighty-six degrees and forty-four minutes East (N 86° 44' E) three hundred and sixteen and one-tenth (316.1) feet; thence North eighty-nine degrees and thirty minutes East (N 89° 30' E) three hundred and forty and three-tenths (340.3) feet, more or less, to a point on the west right-of-way line of the Cleveland, Lorain and Wheeling Railway; and thence along the said west right-of-way line of the Cleveland, Lorain and Wheeling Railway, South twenty-six degrees and four minutes East (S 26° 04' E) seven hundred and thirty-six and four-tenths (736.4) feet, more or less, to the point of beginning; containing an area of eleven and four-tenths (11.4) acres, more or less.

The lands hereby conveyed and described as the First, Second and Third

Parcels, having a combined area of seventy and ninety-three hundredths (70.93) acres, more or less, and being the same lands conveyed to the grantors by deeds of date and record as follows: August 21, 1929, Volume 210, page 524; February 1, 1930, Volume 211, page 410; June 11, 1931, Volume 214, page 286.

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 Austin H. Bash and Anna Bash own and hold this property. From the examination thus made by me, I find that Austin H. Bash and Anna Bash 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 amounting to \$50.65 and subject further to the following easement, unreleased Mortgages on electric line Right of Way, and oil and gas lease, to wit:

Easement for highway, made by Austin H. Bash and Anna R. Bash to The State of Ohio over 1.74 acres, dated July 6, 1932, recorded in D. B. 216, page 1.

Unreleased mortgage on electric line Right of Way from The Northern Ohio Traction & Light Co. to New York Trust Co. Trustee, (The Citizens Savings & Trust Co. of Cleveland, Authenticating Trustee), dated August 1, 1916, recorded in M. R. 104, page 332, assumed by The Ohio Edison Co., July 5, 1930, D. B. 212, page 281 (Union Trust Co. of Cleveland as authenticating trustee). The National City Bank of Cleveland, substituted as authenticating trustee, January 5, 1934, M. R. 140, page 170.

Unreleased mortgage on electric line Right of Way from North Ohio Traction & Light Co. to The National City Bank of New York, as trustee, dated March 1, 1922, M. R. 119, page 358; transferred to City Bank Farmers Trust Co. as Trustee, Feb. 1, 1930; assumed by Ohio Edison Co. July 5, 1930, D. B. 212, page 280.

Unreleased mortgage on electric line Right of Way from Ohio Edison Co. to Bankers Trust Co. of New York, as Trustee, dated August 1, 1930, M. R. 137, page 510.

Oil and Gas lease from Austin H. Bash and Anna R. Bash to The Ohio Fuel Gas Co., dated July 12, 1933, recorded in Lease Record 28, page 139.

There is an unrecorded gravel lease to expire in 1937 which District Engineer in writing advises will not interfere with our use of the land; and effort will be made to acquire said lease.

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 Austin H. and Anna Bash, 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 Austin H. Bash and Anna Bash, 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 mutual inchoate dower interests of Austin H. Bash and Anna Bash, 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 No. 56. 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. Ullon, 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 \$7,175.00. 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 Austin H. Bash and Anna Bash, is approved, and the certificate of title, warranty deed, contract encumbrance record No. 56 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.

3997.

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

COLUMBUS, OHIO, March 4, 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. 40 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 Cora Woodling