

224.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF HEIRS OF WILLIAM S. BARTON, IN BENTON TOWNSHIP, HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, March 21, 1929.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication, submitting for my examination and approval the abstract of title and warranty deed relating to the proposed purchase by the State of Ohio of a tract of 63.28 acres of land in Benton Township, Hocking County, Ohio, which is owned by the heirs of William S. Barton, deceased, and which is more particularly described as follows:

Beginning at the center of the southwest quarter of Section 13, Township 11, Range 18 of said Benton Township, Hocking County, Ohio, thence by the meanderings of the brow of the rocks on the south side of the gulf of Queer Creek to the intersection with the west line of the northeast quarter of the southeast quarter of Section 14, same range and township; thence 11 chains to the southwest corner of said lot; thence E. 20 chains to the southeast corner of said lot; thence south 10 and 50/100 chains to the northwest corner of the Lehman land; thence by the north line of said Lehman land east through Section 13, 42 chains to the east line of the southeast quarter of the southwest quarter of said Section 13; thence north 5.78 chains to the southeast corner of Allison land; thence west 6.00 chains to the brow of the rocks on the east side of the gulf; thence by the brow of the rocks on the east side of the gulf north 1.80 chains, thence north 62 degrees west 1.00 chain; thence north 47 degrees west 3.15 chains, thence south 7 degrees west 2.00 chains; thence north 48 degrees west 1.80 chains and north 50 degrees west 79 chains; thence across the gulf west 3.28 chains to the brow of the rock on the east side of the gulf, thence north 85 degrees east 95 chains, thence north 70 degrees west 3.30 chains; thence north 70 degrees west 3.36 chains and south 28 degrees east 2.96 chains to the place of beginning containing 63 and 28/100 acres more or less.

After said abstract was received from you, the same was held by this department awaiting further information to be furnished by the abstractor. This information has been forwarded to me within the last few days and the same has been made a part of the abstract.

Upon examination of the abstract submitted, corrected as aforesaid, I am of the opinion that Howard G. Barton, Elizabeth Lloyd, Laura Allen and Anna R. Porterfield, children and sole heirs-at-law of William S. Barton, deceased, have a good and merchantable fee simple title to said tract of land subject to the inchoate dower interest of the wife of said Howard G. Barton and of the husbands of the three daughters of said William S. Barton, deceased, above named, and subject further to the following exceptions:

1. On March 14, 1892, Harriet Temple being then the owner of the above described tract of land, executed and delivered a mortgage on said premises to one T. P. Johnson to secure a mortgage indebtedness of \$206. This mortgage has not been cancelled of record. Inasmuch as said mortgage has remained unsatisfied and unreleased of record for more than twenty-one years after the due date of the indebtedness secured by said mortgage, the lien of said mortgage has terminated under the

provisions of Section 8546-2, General Code. In addition to this, the right of any holder to enforce this mortgage either by foreclosure or ejectment is now barred by the respective fifteen year and twenty-one year limitations prescribed by the general statute of limitations in this state.

2. On July 11, 1926, said Howard G. Barton executed and delivered to the Ohio Fuel and Gas Company, a deed by way of easement granting to said Ohio Fuel and Gas Company a right of way in and upon and across said lands for the purpose of enabling said company to lay and maintain a pipe line. It appears that pursuant to the authority of this deed the Ohio Fuel and Gas Company has laid about ten rods of pipe in the most rugged and broken part of this land.

3. On April 27, 1927, Howard G. Barton, et al., heirs of William S. Barton, deceased, executed an oil and gas lease on said premises to the Hope Construction and Refining Company. This lease by its terms expires April 16, 1929.

4. On June 18, 1923, Howard G. Barton executed and delivered to the Logan Gas Company an instrument in writing granting to said company the right to lay pipe lines and to erect telephone poles in and upon said tract of land. This instrument which was recorded in the lease records of said county is not cancelled of record. The abstract does not contain sufficient information to enable me to ascertain whether said Howard G. Barton had any authority to execute this instrument.

5. On June 15, 1923, said Howard G. Barton executed and delivered to the Ohio Fuel and Gas Company an instrument in writing granting to said company the right to lay pipe lines and to erect telephone poles on said premises. This instrument which was recorded in the lease records of said county has not been cancelled of record. The abstract does not disclose the authority of Howard G. Barton to execute this instrument.

6. There is nothing in the abstract to show that the taxes for the year 1928 have been paid. These taxes if unpaid are, of course, a lien on the premises.

I have examined the warranty deed signed by Howard G. Barton, Elizabeth Lloyd, Laura Allen and Anna R. Porterfield, and their respective spouses, and find the same to be properly executed and acknowledged, and to be in form sufficient to convey to the State of Ohio a fee simple title to said premises, free and clear of all incumbrances whatsoever except the oil and gas lease above mentioned.

The incumbrance estimate relating to the purchase of this tract of land has been properly executed and shows that there is a sufficient balance in the proper appropriation account to pay the purchase price of this land. The controlling board certificate submitted to me likewise shows that the money to pay the purchase price of this land has been released for this purpose by said board of control.

I am herewith enclosing said abstract of title, warranty deed, incumbrance estimate and controlling board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

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APPROVAL, LEASE TO LAND IN ADAMS TOWNSHIP, LUCAS COUNTY,
FOR THE USE OF THE TOLEDO STATE HOSPITAL.

COLUMBUS, OHIO, March 22, 1929.

HON. H. H. GRISWOLD, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication sub-