

2769.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF CLAIR H. HAUN,
IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, October 24, 1928.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and opinion an abstract of title, warranty deed and other files pertaining to the proposed purchase of two separate tracts of land, one of 50 acres and the other of 354.37 acres in Nile Township, Scioto County, Ohio, title to which on the original abstract submitted was the subject of Opinion No. 2322 of this department directed to you under date of July 6, 1928.

An examination of the corrected abstract of title submitted shows that Clair H. Haun is the owner of record of both of said tracts of land, but that his title thereto is subject to the following exceptions:

1. On November 21, 1911, one N. A. Brokaw being then the owner of record of the lands here under investigation, executed and delivered to one J. F. Donaldson of Pittsburgh, Pa., an oil and gas lease thereby leasing and demising to said J. F. Donaldson all of the oil and gas that the lessee could find and produce on said premises for a period of fifteen years "and as much longer as oil or gas are found in paying quantities." At the time said N. A. Brokaw executed and delivered this lease to J. F. Donaldson, the only title that he had to said lands was the defective title which he derived through the chain of title by mesne conveyances from David F. Heaton who originally entered the surveys which included the lands here in question. However, on March 5, 1913, during the term of said lease, said N. A. Brokaw obtained valid title to the 50 acre tract above mentioned by quit claim deed from the Board of Trustees of the Ohio State University; and it is perhaps a matter of some concern to know whether said J. F. Donaldson ever took any action under this lease in the way of developing said lands, or any part thereof for oil or gas, or whether on the other hand his rights under said lease were abandoned. In this connection it will be noted that said lease provided that a well should be commenced on the premises within two years from the date of the lease or said lessee should pay to the lessor \$10.00 for each additional three months period of time during which commencement was delayed. It is altogether probable that if said J. F. Donaldson performed any of the conditions of said lease giving him any rights thereunder, such rights have long since been abandoned. However, full information upon this point is desired, which information I assume can be had from said N. A. Brokaw.

2. Under date of September 21, 1928, and after the former opinion of this department above referred to was directed to you, the Ohio State University executed and delivered to said Claire Haun a quit claim deed for the second tract of 354.37 acres hereinabove referred to. The abstract made of this quit claim deed is defective in not setting out the name of the person who assumed to acknowledge said deed on behalf of the Ohio State University. This abstract should be corrected so as to sufficiently show that this quit claim deed was executed on the authority of the Board of Trustees of the Ohio State University and show the name and official position of the person who acknowledged said deed.

3. The lands here in question are subject to the lien of the undetermined taxes for the year 1928; and some adjustment with respect to such taxes should be made before the transaction relating to the purchase of this property is closed.

I have carefully examined the warranty deed signed by said Clair H. Haun and Myrtle Haun, his wife, 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 both the said tracts of land free and clear of all encumbrances whatsoever.

Encumbrance Estimate No. 3398 which has been submitted to me as part of the files pertaining to the purchase of these lands has been properly executed, and the same shows that there are sufficient balances in the proper appropriation account to pay the purchase price of said lands. I likewise find by a copy of the certificate of the Controlling Board that said board under date of May 9, 1928, approved the purchase of said lands.

I am herewith returning said corrected abstract to you, to the end that the same may be transmitted by you for further correction with respect to the matters above pointed out; and with said corrected abstract I am enclosing said warranty deed, encumbrance estimate and Controlling Board's certificate.

Respectfully,

EDWARD C. TURNER,
Attorney General.

2770.

APPROVAL, BONDS OF THE VILLAGE OF FAIRVIEW, CUYAHOGA COUNTY—\$158,000.00.

COLUMBUS, OHIO, October 24, 1928.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2771.

APPROVAL, BONDS OF THE CITY OF SALEM, COLUMBIANA COUNTY, OHIO—\$4,493.29.

COLUMBUS, OHIO, October 24, 1928.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2772.

APPROVAL, BONDS OF CONNEAUT CITY SCHOOL DISTRICT, ASHTABULA COUNTY—\$15,000.00.

COLUMBUS, OHIO, October 24, 1928.

Industrial Commission of Ohio, Columbus, Ohio.