

was not returned before January 1, 1852, the title to the lands in said survey passed to the State of Ohio under the Act of Congress of February 18, 1871, and the Act of the Legislature passed March 26, 1872, accepting the same; and by said Act of the Legislature of Ohio, the title to said lands vested in the Ohio Agricultural and Mechanical College, the name of which has since been changed to that of the Ohio State University.

I do not deem it necessary to express, at this time, any final opinion upon the question arising out of the fact that the abstract fails to show that any return was made on the entry and survey above referred to, for the reason that it is altogether possible that such entry and survey was returned to the Land Office prior to January 1, 1852, and a patent thereon issued. As to this, it is suggested that the abstract be returned to said Forest E. Roberts with instructions to ascertain whether or not a patent on said entry and survey was ever issued. If this fact cannot be ascertained from the appropriate records of Pike County, it may be by inquiry of the Government Land Office at Washington.

The first conveyance in the chain of title to the second tract of land above described is one from Andrew L. Speekman and wife to one Samuel Griffith, under date of January 6, 1883. The abstract does not show how Andrew L. Speekman and his wife or either of them obtained title to said ten acre tract. The abstract of title submitted should be supplemented by such information as the abstractor may be able to obtain with respect to the previous history of the title to this tract.

The abstract shows that under date of February 12, 1915, L. Dudley and J. H. Grogg, being then the owners of record of both tracts of caption lands above described, conveyed the same by warranty deed to one John E. Roller. It further appears that under date of May 24, 1928, the "John E. Roller Estate", as grantee, conveyed said lands to Forest E. Roberts. This deed should be sufficiently abstracted so as to show the name and capacity of the person who signed said deed and the authority whereby he assumed to execute and deliver the same to said Forest E. Roberts.

The abstract further shows that the taxes for the first half of the year 1928 have been paid, but that the taxes for the last half of said year, the amount of which is not abstracted, are unpaid and a lien on said lands.

I am herewith returning to you said abstract of title, warranty deed, encumbrance estimate and Controlling Board certification. When abstract of title is corrected to meet the objections above noted, the same, together with the files above mentioned, should again be forwarded to this department for examination and approval.

Respectfully,

GILBERT BETTMAN,
Attorney General.

37.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF J. WESLEY TURNER,
IN HANOVER TOWNSHIP, ASHLAND COUNTY, OHIO.

COLUMBUS, OHIO, January 30, 1929.

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

DEAR SIR:—This is to acknowledge receipt of your communication of recent date, enclosing abstract of title and a warranty deed covering a certain tract of eighty acres

of land in Hanover Township, Ashland County, Ohio, and more particularly described as being the west half of the southwest quarter of section 8, township 19, range 16.

On examining the abstract of title submitted, I find that J. Wesley Turner, of whom you propose to purchase this land is the record owner of the same. His title, however, is subject to the following exceptions upon the abstract submitted.

The first objection arises out of the fact that the abstract does not show the complete history of the title to this tract of land. The first conveyance in the chain of title is one by Jesse Wicoff and wife to John Stoner under date of August 16, 1856. This conveyance, which was by warranty deed, was accompanied by a quit claim deed of the same date executed by John Likes and wife to said John Stoner. There is nothing in the abstract to show how said Jesse Wicoff or John Likes obtained any title or interest in said tract of land; neither is there anything in said abstract relating to the previous history of said title. In view of the great lapse of time since the conveyance to John Stoner, it is altogether likely that the title of said J. Wesley Turner to this land can be sustained on showing that he and his predecessors in title have had open, exclusive and adverse possession of said land for many years. However, it is desirable that the title to this land be traced back to the original source, if possible. If this cannot be done, there should be incorporated in the abstract such information as the owner or abstractor may be able to obtain with respect to the previous history of said title. If this information cannot be obtained in Ashland County, it is possible that the same may be obtained from the records of Richland County from which Hanover Township was detached at the time it was made a part of Ashland County.

The abstract shows that under date of August 1, 1916, J. Wesley Turner and his wife executed to the Ohio Fuel Supply Company a gas and oil lease on the above described land. The abstract does not state the term of said lease and there is nothing to indicate whether said lease is still in force and effect, except the notation by the abstractor in his certificate that the title of said J. Wesley Turner is subject to said gas lease. If this lease is still in force and effect, the same is, of course, an encumbrance on said lands.

On October 8, 1921, said J. Wesley Turner and wife executed to the Buckeye Pipe Line a lease whereby said company was authorized to lay a pipe line in and across the above described lands. This lease, if still in force and effect, is also an encumbrance upon the land.

The abstractor, in his certificate, states that the taxes are paid up to December, 1928, from which statement I infer that the taxes for the year 1928, the amount of which is not abstracted, are unpaid and are a lien upon said lands.

The above are the only exceptions noted with respect to the title of J. Wesley Turner to this tract of land; but until the defect in the title first above noted is corrected, either by obtaining the further information requested or by a complete showing of adverse possession of Mr. Turner and his predecessors in title for the requisite period of time, I do not feel that his title to this land should be approved.

I am, accordingly, returning to you said abstract of title, warranty deed, encumbrance estimate number 4711 and Controlling Board certificate. When the abstract of title has been corrected in the manner above pointed out, the same, together with the other files, should be again forwarded to this department for examination and approval.

Respectfully,

GILBERT-BETTMAN,
Attorney General.