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APPROVAL, BONDS OF VILLAGE OF BEXLEY, FRANKLIN COUNTY,  
OHIO—\$107,680.00.

COLUMBUS, OHIO, April 20, 1927.

*Industrial Commission of Ohio, Columbus, Ohio.*

357.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN HANOVER TOWNSHIP,  
COLUMBIANA COUNTY, OHIO.

COLUMBUS, OHIO, April 20, 1927.

HON. GEORGE F. SCHLESINGER, *Director, Department of Highways and Public Works,*  
*Columbus, Ohio.*

DEAR SIR:—I have examined the encumbrance estimate and abstract of title purporting to cover Tract No. 2, Guilford Lake Park, consisting of 44.54 acres of land, more or less, being a part of two parcels of land owned by James L. Hanna and situated in Hanover township, Columbiana county, Ohio, and more particularly described as follows:

“First Parcel: In the south half of section 2, township 15, range 4, beginning at a stone planted in the South line of said section No. 2, 15 chains, 12 links West of the Southeast corner of said section; thence North 11 chains and 69 links to a corner and stone planted; thence West 26 chains and 27 links to a corner; thence South 11 chains 69 links to a corner, in the South line of said section; thence with the same East 26 chains 27 links to the place of beginning, containing 30.70 acres of land.

Second Parcel: Being in the North half of section 11, township 15, range 4, beginning at a corner and stone planted in the North line of said sectional number 11 fifteen chains 12 links West of the Northwest corner of said section; thence with the North line of said section West 38 chains 32 links to a corner; thence South 20 chains and 45 links to a corner; thence South  $79\frac{3}{4}^{\circ}$  East 9 chains and 15 links to a corner; thence South  $85\frac{3}{4}^{\circ}$  East 27 chains and 74 links to a corner and stone planted; thence North  $4^{\circ}$  East 24 chains and 83 links to the place of beginning and containing 84.54 acres of land, making in all 115.24 acres, be the same more or less, but subject to all legal highways.”

The abstract as submitted was prepared by McMillan & Kelso, abstracters, Lisbon, Ohio, under date of May 14, 1926, and re-certified under date of November 3, 1926.

The records of Columbiana county do not show to whom the lands in sections 2 and 11 (Hanover township) were patented. However, the certificate of the Auditor of State is attached to the abstract, that the South half, the Northeast quarter and East half of the Northwest quarter of Section 2 containing 593.33 acres were patented to James Galbraith, August 8, 1803; and that the whole of section 11, containing 675.60 acres was patented to Joshua Whitacre, May 15, 1804.

Upon examination of the abstract I am of the opinion that same shows a good

and merchantable title to said 44.54 acres in James L. Hanna, subject to the following:

1. The title can be fairly accurately traced from the patentees to the Sandy & Beaver Canal Company, which secured possession of the land in section 2 (30.70 acre tract) by deeds of June 15, 1836, covering 117 acres in the Southeast quarter, April 1, 1836, covering 48.56 acres in the Southwest quarter, and April 4, 1836, covering 16.08 acres in the Southeast quarter and 15.66 acres in the Southeast quarter; and possession of the land in section 11 (115.24 acre tract) by deeds of April 4, 1836, covering 59.23 acres in the Northeast quarter, and April 2, 1836, covering 169 acres in the Northwest quarter.

The suits involving Sandy & Beaver Canal Company in foreclosure and other proceedings, the suits brought against the purchasers and others in chain of title to John Barton in 1860, when he acquired 47.68 acres in the Southeast quarter of section 2 and 84.54 acres in section 11, present great difficulty in tracing the title; and the abstracter frankly says on page 64 that the records in the case are so incomplete and erroneous and the descriptions so uncertain, that he is unable to locate just where it belongs.

The defects in the title before Barton's purchase in 1860 deal with failures to release dower and the procedure in the suits involving the Canal Company's property.

2. (a) An oil and gas lease given by James L. Hanna to Fred Worthington, January 4, 1910 for the term of two and one half years, or so long as oil and gas are found in paying quantities. Failure to drill and find oil or gas in paying quantities within four months voids the lease unless \$115.00 per year is paid. So far as the Columbiana county records are concerned, it appears that the lease is still in force, although an affidavit executed by James L. Hanna, November 2, 1926, accompanying the abstract, discloses that he has received no rentals for said property in the last 16 years, that no well was drilled by Worthington on the property, and by the conditions of the lease, Worthington's rights are forfeited and the lease is null and void.

(b) An oil and gas lease by James L. Hanna, March 29, 1911, to John Kaminsky. The abstract does not contain a description of the land covered by the Kaminsky lease, and it does not show any cancellation or forfeiture thereof. I am informed that there is an affidavit on file signed by John Kaminsky covering the above matter, but the same does not appear to be among the papers submitted to me.

3. The 1926 taxes are a lien and the abstract does not show that they have been paid. The certificate also shows "No examination made in the U. S. courts", and that the examination was made in the name of record owners only, and only for the period during which each one respectively held said title.

The encumbrance estimate submitted with the above abstract bears No. 3977, is dated December 22, 1926, bears the certification of the Director of Finance under date of December 23, 1926, and appears to be in regular form.

No deed was submitted with the abstract and encumbrance estimate, although a blank form of Ohio Warranty Deed containing a description of the premises proposed to be conveyed was transmitted. Since this deed is not prepared and executed, this department cannot pass upon the same.

I am returning herewith your file relating to Tract No. 2, including the abstract of title, encumbrance estimate and other papers.

Respectfully,  
Edward C. TURNER,  
*Attorney General.*