



Ohio's Seventh District Confirms Residuary Clauses Are Title Transactions, But Leaves Behind Some Residue of Its Own

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With its January 29, 2025 opinion in *Claugus Family Farm & Forests, L.P. v. M.F. Piatt et al.*, Ohio's Seventh District Court of Appeals addressed, yet again, questions of what constitutes a title transaction under Ohio's Marketable Title Act (R.C. 5301.47–55) (the "MTA"). This time, the court's focus was on the "by will or descent" portion of the definition of "title transaction."^[1] The Seventh District reaffirmed that a probated will containing a residuary clause recorded in the county where the property sits will constitute a title transaction under the MTA.

At issue in *Claugus* was a May 14, 1900 royalty conveyance out of Monroe County, Ohio property: Isaac and Matilda Agin conveyed to J.T. Craig $\frac{3}{4}$ and to M.F. Piatt $\frac{1}{4}$ of the $\frac{1}{2}$ part of their royalties.^[2] No estate for M.F. Piatt was ever filed in Monroe County.^[3] As for the J.T. Craig interest, estates were filed in Monroe County. J.T. Craig died testate in 1943 with a last will and testament that left, via residuary clause, everything to Anna Holtsclaw, his wife.^[4] Anna died testate in 1968, and her will was probated in Monroe County, though her estate was opened under the name Margaret Ann Holtsclaw. Her will contained a residuary clause leaving everything to her six children.^[5] Fast forward, this interest was passed via several additional estate residuary provisions to the present-day ownership, which is split between nine individuals.^[6]

Claugus FF&F filed suit on April 17, 2023, asserting the severed royalty interests were extinguished by the MTA. Heirs of the M.F. Piatt interest never appeared to defend and were defaulted pending the substantive determination to be made on the MTA.^[7] Ultimately, the Court of Common Pleas of Monroe County, Ohio, held on summary judgment that both severed royalty interests were preserved, though it only provided explanation for the J.T. Craig $\frac{3}{4}$ interest.^[8]

On appeal, the Seventh District Court of Appeals affirmed as to the J.T. Craig $\frac{3}{4}$ interest, but vacated and reversed as to the M.F. Piatt $\frac{1}{4}$ interest, holding the latter was extinguished under the MTA.

The J.T. Craig $\frac{3}{4}$ Royalty Interest

Acknowledging the 1961 deed from the Monroe County auditor to F.W. Claugus as the root of title,^[9] which made no mention of the royalty interests, the Seventh District agreed with the trial court that the 1968 will of Margaret Ann Holtsclaw was a title transaction under the MTA, preserving it from extinguishment. The Seventh District rejected the argument that the probated will failed as such because it did not *specifically* identify the royalty interest as being passed and noted that only R.C. 5301.49(A) contains the requirement that the reference in the muniments of title be non-general (i.e., specific). Part (D) of this section, on the other hand, contains no similar language and, as such, the failure to specifically identify the royalty interest as being passed is irrelevant.^[10] The Seventh District therefore reaffirmed the proposition that a last will and testament containing a residuary clause (disposing of all property) that is probated in the county where the property sits constitutes a title transaction, notwithstanding the lack of a specific devise of the severed interest.^[11]

Likewise, the Seventh District rejected Claugus FF&F's argument that the will of Margaret Ann Holtsclaw could not constitute a title transaction for Anna Holtsclaw's interest because the names in the deed and estate are different. The public record appeared to provide sufficient evidence that Margaret and Anna were one and the same and, perhaps more significantly, Claugus FF&F's prior lawsuit contained allegations indicating it had actual knowledge of this fact.^[12]

The M.F. Piatt $\frac{1}{4}$ Royalty Interest

With no deeds or estates ever filed in Monroe County, there was no title transaction to preserve it from extinguishment. Importantly, on this point, the Seventh District noted that the preservation of the J.T. Craig interest could not also serve to preserve the M.F. Piatt interest: "Here, the purported royalty interest owners are the heirs

of two separate grantees in a sale of royalty. Therefore, we find the title transactions that prevent extinguishment of the Craig royalty interest do not likewise prevent extinguishment of the Piatt royalty interest.”[\[13\]](#)

Curiously, the Seventh District did not expressly distinguish *Hartline v. Atkinson*, 2020–Ohio–5606 (7th Dist.) on the basis of the law being applied (Dormant Mineral Act versus MTA). Instead, the court distinguished *Hartline* on its facts, noting it involved multiple fractional interest holders of the same lands and an affidavit of preservation by one (which preserved for all), whereas this case involved separate and distinct royalty interests with separate chains of title.[\[14\]](#) This appears to leave open the possibility that, where there are multiple severed mineral interest holders of the same lands, a title transaction preserving one will constitutes a title transaction for all (despite the lack of MTA language providing for such an outcome).

The unique facts of *Claugus*—involving separate royalty interests created from a single deed where the chains of title took very different paths, with one involving multiple estates and the other involving no recorded transaction at all—provides useful point of reference confirming existing guidance on when a probated will constitutes a title transaction (i.e., contains residuary clause) and when it won’t (i.e., doesn’t contain residuary clause). It also confirms that intestate succession without anything recorded does not constitute a title transaction, meaning the phrase “will or descent” in the definition of title transaction still requires something of record.

However, while appearing to close one door, the Seventh District has opened another—implying the possibility of the preserving acts of one fractional owner as preserving for all fractional owners under the MTA despite the MTA itself not providing for such an outcome. Whether this turns out to be true remains to be seen, but it appears a possibility that interested parties must be aware of.

For more information on this decision and other MTA-related jurisprudence, please contact the author or any attorney with Frost Brown Todd’s [Oil, Gas & Minerals](#) team.

[\[1\]](#) R.C. 5301.47.

[\[2\]](#) *Id.*, ¶ 6.

[\[3\]](#) *Id.*, p. *2.

[\[4\]](#) *Id.*, ¶ 12.

[\[5\]](#) *Id.*, ¶ 13.

[\[6\]](#) *Id.*, ¶ 19.

[\[7\]](#) *Claugus FF&F*, ¶ 22.

[\[8\]](#) *Id.*, ¶ 26 (noting the trial court recognized M.F. Piatt as the owner of the 12.5% royalty in a chart in the judgment entry).

[\[9\]](#) See R.C. 5301.47 for the definition of “root of title” as used in the MTA.

[\[10\]](#) *Id.*, ¶ 42.

[\[11\]](#) *Id.* ¶¶ 33–42 (discussing *Warner v. Palmer*), 2019–Ohio–4078, appeal not allowed, 2020–Ohio–647, reconsideration denied, 2020–Ohio–2819; and *Peppertree Farms, L.L.C. v. Thonen*, 2022–Ohio–396.

[\[12\]](#) *Id.*, ¶¶ 46–47.

[\[13\]](#) *Claugus FF&F, L.P.*, ¶ 52.

[\[14\]](#) *Id.* ¶¶ 51–52.

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