

would revert to the heirs of the grantor. Therefore, upon the abandonment of the railroad over such parcels, the railroad company would have no interest in such estate which it could convey.

From an examination of the deed from John C. Leydorf, the premises sought to be conveyed, are referred to as "leased" for the purpose of a railroad to be operated by power other than steam. It is my opinion that this deed, which bears Number 7, does not grant to the trustee an estate which could be conveyed after abandonment of the railroad.

The parcels to which the deeds do not contain reversionary clauses, that is, the deeds other than those referred to in the last three preceding paragraphs, are subject to further defects of title.

The parcel described in deed No. 16 is subject to the defect that the grantor signs as guardian, and you have presented me with no evidence to show whether she had the legal capacity to convey.

The parcels described in deeds bearing Nos. 22, 23, and 24a, are subject to the following defect: The wife, if any, of Henry Naegle does not release her dower estate.

The parcel described in deed bearing No. 24a, is subject to the further defect that no acknowledgment clause is shown on the enclosed photostat of the deed. It may be, however, that no acknowledgment clause was included in the deed. If such clause is absent from the deed, the grantee would not hold an estate in such property which he could convey.

The parcel described in deed No. 25, is subject to the defect that on the photostat enclosed, the acknowledgment clause is blank. If the photostat is a correct copy of the recorded instrument, the grantee therein obtained no title to the premises described in such instrument.

Subject to the curing of the defect above mentioned, it is my opinion that the successor in title to William B. Taylor, Trustee, would have the right to sell parcels described in deeds Nos. 1, 2, 4, 6, 8 to 15, both inclusive, 17 to 24, both inclusive, 24a, 26 to 30, both inclusive, and 41.

I am enclosing herewith the papers submitted to me for examination.

Respectfully,

JOHN W. BRICKER,
Attorney General.

56.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—EWART G. ANKROM.

COLUMBUS, OHIO, January 24, 1933.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a bond, in the penal sum of \$5,000, with surety as indicated, to cover the faithful performance of the duties of the official as hereinafter listed:

Ewart G. Ankrom, Resident District Deputy Director, Huron County—Massachusetts Bonding and Insurance Company.

The above bond is evidently executed pursuant to the provisions of sections 1183 and 1182-3, General Code, which state, in so far as pertinent:

Sec. 1183. “* * * Such resident district deputy directors shall * * * give bond in the sum of five thousand dollars * * *.”

Sec. 1182-3. * * * “All bonds hereinbefore provided for shall be conditioned upon the faithful discharge of the duties of their respective positions, and such bonds, * * * shall be approved as to the sufficiency of the sureties by the director (of highways), and as to legality and form by the attorney general, and be deposited with the secretary of state. * * *” (Words in parenthesis the writer’s).

Finding the above bond to have been properly executed pursuant to the above statutory provisions, I have approved the same as to form, and return it herewith.

Respectfully,
JOHN W. BRICKER,
Attorney General.

57.

APPROVAL, NOTES OF NORTON TWP. RURAL SCHOOL DIST.,
SUMMIT COUNTY, OHIO—\$6,000.00.

COLUMBUS, OHIO, January 24, 1933.

Retirement Board, State Teachers Retirement System, Columbus Ohio.

58.

APPROVAL, NOTES OF MACEDONIA VILLAGE SCHOOL DIST.,
SUMMIT COUNTY, OHIO—\$3,000.00.

COLUMBUS, OHIO, January 24, 1933.

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

59.

APPROVAL, BONDS OF NORTH OLMSTED VILLAGE SCHOOL
DIST., CUYAHOGA COUNTY, OHIO—\$8,985.90.

COLUMBUS, OHIO, January 24, 1933.

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