

In this connection, it is to be noted, however, that although it has been the common practice of the succeeding general assemblies to make appropriations to your society in connection with lands owned and held by you, your acceptance of this deed cannot, obviously, be construed as imposing any duty or obligation, moral or legal, upon the legislature to make an appropriation of public funds to you for the purpose of the improvement required by the condition in this deed, above referred to. With this understanding, this deed is approved and the same is herewith returned to you.

Respectfully,

JOHN W. BRICKER,
Attorney General.

55.

APPROVAL, DEED FORM OF A DEED CONVEYING TO WILLIAM B. TAYLOR, TRUSTEE, INTEREST IN LAND WHICH COMPOSED THE RIGHT OF WAY OF THE TOLEDO, BOWLING GREEN & SOUTHERN TRACTION COMPANY, BETWEEN BOWLING GREEN AND PERRYSBURG.

COLUMBUS, OHIO, January 24, 1933.

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

DEAR SIR:—I am in receipt of your communication, submitting for my approval photostatic copies of a number of deeds, by virtue of which there was conveyed to one William B. Taylor, trustee, a certain interest in land which composed the right of way of the Toledo, Bowling Green & Southern Traction Company, between Bowling Green and Perrysburg, paralleling U. S. Route 25. You also submit exemplified copy of the articles of incorporation of the Toledo, Bowling Green & Fremont Railway Company, copy of deed from the Toledo, Bowling Green and Fremont Railway Company to the Toledo, Bowling Green and Southern Traction Company and copy of the order of the Public Utilities Commission of Ohio, authorizing the abandonment of the electric interurban railway over such right of way. You do not submit for my approval the deed from William B Taylor, to the Toledo, Bowling Green & Fremont Railway Company. In rendering my opinion, as hereinafter expressed, I assume such deed to be in existence and to be in such form and so executed, as to vest the title of such trustee in the railway company.

An examination of the enclosed deeds shows that William B. Taylor, trustee, obtained the legal title to the parcels described in deeds Nos. 1, 2, 4, 6, 8, and 15, both inclusive, 17 to 24, both inclusive, 24a, 26 to 30, both inclusive, and 41.

In the deed designated as No. 3, from Ann C. Robertson, the duration of the estate conveyed is during the time such premises are used for railroad purposes.

In my opinion, when such property is no longer used for railroad purposes, the legal title thereto would revert to Ann C. Robertson.

In deeds Nos. 3a, 32, 34, 34a, 35 to 40, both inclusive, and 42 to 47, both inclusive, there is contained a reversionary clause which has the legal effect of limiting the quantum of the estate conveyed to a conditional fee, the condition being that when such premises are no longer used for railroad purposes, they

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.