

the following clause in the second line: "and that I will faithfully discharge the duties of the office of." Also the word "appointed" should be inserted in the third line of the oath after the words "to which I have been."

I am accordingly endorsing my approval on said bonds and returning them to you herewith.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

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APPROVAL, DEED BY F. B. COOPER AND FRANCES COOPER, CONVEYING LAND IN JACKSON COUNTY, OHIO, TO THE OHIO STATE ARCHAEOLOGICAL AND HISTORICAL SOCIETY.

COLUMBUS, OHIO, January 24, 1933.

The Ohio State Archaeological and Historical Society, Columbus, Ohio.

GENTLEMEN: This is to acknowledge the receipt of your recent communication submitting for my examination and approval a certain warranty deed executed by F. B. Cooper and Frances Cooper, his wife, by which there is conveyed to The Ohio State Archaeological and Historical Society an one-half acre tract of land in Jackson Township, Jackson County, Ohio, upon which are located a number of prehistoric rock pictures or carvings known as "petroglyphs."

By the terms of the deed this property is conveyed to your society on the condition that you are to improve the same as a permanent park and to keep the same in repair. There is a further provision in the deed that if you fail to make said improvements within two years from the date of the deed, this tract of land is to revert to the grantors, their heirs or assigns.

Assuming that one of the purposes of your society as indicated in your articles of incorporation is the preservation of prehistoric monuments, as I believe is the fact, you are, under the provisions of Section 10198-1, General Code, authorized to acquire and hold any real estate in this state "which is the site of a prehistoric mound, earth or stone works." However, there is nothing in the provisions of Section 10198-1, General Code, which in express terms authorizes you to accept a conveyance of property upon a condition subsequent such as that provided for in the deed here in question. And inasmuch as your society is not a benevolent, educational, penal or reformatory institution, wholly or in part under the control of the state, within the meaning of Section 18, General Code, no express authority is granted to you by this section to accept a conveyance of this property upon a condition such as that contained in this deed.

I am inclined to the view, however, that as a corporation not for profit incorporated and organized under the laws of this state, you have implied authority to improve lands which you have acquired pursuant to statutory authority by the use of such funds as you may have available for the purpose.

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