

against such property for paving High Street in said village. Said taxes and assessment balance are liens on said premises.

The title of said Philip N. Moore and Frances L. Bishop to the above described property is subject further to such rights as the president and trustees of Miami University may have under a lease executed by Philip N. Moore, Denning R. Bishop and Frances L. Bishop to the president and trustees of Miami University under date of June 6, 1903. This lease which was one for a stated term of ten years contained a provision that the period of said lease should be extended upon the same terms and conditions until one year after written notice from either of the parties to said lease to the other of a desire to terminate it. There is nothing in the abstract to indicate that said lease has been terminated by either party.

An examination of the warranty deed tendered by said Philip N. Moore and Frances L. Bishop (unmarried) shows that said deed has been signed and otherwise properly acknowledged and executed by the above named grantors and by Eva Perry Moore, wife of said Philip N. Moore and that said deed is in form sufficient to convey a fee simple title to the above described inlots and parcels of land free and clear of the "dower" rights of said Eva Perry Moore, and free and clear of all claims and encumbrances except those of Miami University. Inasmuch as the grantors in said deed warrant the title against the lien of the taxes and assessments above mentioned, such adjustment of the same should be made before the transaction with respect to the purchase of this property is closed.

An examination of Encumbrance Estimate No. 6001, shows that the same has been properly executed and there is an appropriation available for paying the full amount of the purchase price of said property.

I am also advised by the certificate of the Controlling Board that the full amount of said appropriation was released for the purpose of purchasing said property.

I am herewith sending to you said abstract of title, warranty deed, encumbrance estimate and Controlling Board certificate.

Respectfully,
GILBERT BETTMAN,
Attorney General.

759.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—GEORGE D. BAYNE. DISAPPROVAL, BONDS OF H. L. HUBBELL AND CHARLES L. SAWYER.

COLUMBUS, OHIO, August 17, 1929.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my consideration, three bonds, each in the sum of five thousand dollars, and conditioned for the faithful performance of the duties of the principal, as Resident District Deputy Director, as follows:

NAME	SURETY	DISTRICT
George D. Bayne	National Surety Company	Fairfield County
H. L. Hubbell	Detroit Fidelity and Surety Company	Portage County
Charles L. Sawyer	Federal Surety Company	Lucas County

Upon examination, the bond of George D. Bayne, above mentioned, has been found to be in proper legal form, and accordingly, my approval has been noted thereon.

The bond of H. L. Hubbell, above mentioned, is being returned without my approval, for the reason that evidence has not been submitted sufficient to disclose that the persons undertaking to execute said bond on behalf of the surety company, are authorized to do so. A purported certificate is attached, showing authority of H. C. Hinds and N. L. Shields to execute said bond, but the same has not been signed by any of the officers of the company. This, of course, is an inadvertence, but the bond is of no consequence unless the agent has authority to bind the surety.

The bond of Charles L. Sawyer, above mentioned, is being returned without approval, for the reason that the power of attorney submitted does not disclose that the parties executing the bond on behalf of the surety company are authorized to execute this character of bond. The power of attorney submitted would authorize such parties to execute the bond, provided there is attached to the bond a written authorization in the form of a letter or telegram signed by an executive officer of the Federal Surety Company or by the general agent thereof. However, no such letter or telegram is attached. Your attention is directed to the fact that this bond was disapproved for the same reason in Opinion No. 555, issued to you under date of June 25, 1929; also said bond was further disapproved in Opinion No. 611 issued to you under date of July 12, 1929, for the same reasons as above stated.

All of said bonds are being returned herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

760.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND OF JOURNEY ANDERSON AND ZEPHYR ANDERSON IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, August 17, 1929.

HON. CARL E. STEEB, *Business Manager, Board of Trustees, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval abstract of title and encumbrance estimate No. 5628 relating to the proposed purchase of a certain parcel of real property situated in the city of Columbus, Franklin County, Ohio, and

Being Lot Number 7 of Critchfield and Warden's Subdivision of the south half of the north half of Lot Number 278 of R. P. Woodruff's Agricultural College addition to city of Columbus, Ohio, P. B. 4, page 234, bounded and described as follows:

Beginning at a point where the center line of Frambes avenue crosses the west line of Doe alley; thence north along the west line of said alley to the center of Poe alley; thence west on a line parallel with the north line of said addition to the center of Olentangy river; thence southerly down the center of said river to a point where the center line of Frambes avenue if extended would intersect the center of said river; thence east on a line parallel with the north line of said addition to the place of beginning.