

for termination of a contract of guaranty, the court recognized that where a contract of surety is for a definite time, the surety may not revoke. The court said:

“It may be conceded that if the bond had recited that Courtney was appointed agent of the plaintiff for a definite time, and the obligation of Brown was to stand as his surety during that time, he could neither revoke the contract, nor would he be entitled to release without consent of the plaintiff.”

Having in mind the principles contained in the foregoing authorities, the real estate broker's bond here under consideration is limited as to time as well as to liability. We have, therefore, an obligation of a surety for a definite time. Furthermore, the Ohio law contains no provisions authorizing the surety on such a bond to withdraw from the obligation prior to the expiration thereof. I am, therefore, of the opinion, in specific answer to your question, that the surety on a real estate broker's bond executed under the provisions of Section 6373-35, General Code, may not terminate its liability as to future transactions prior to the expiration of such bond by notifying the State Board of Real Estate Examiners.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1862.

APPROVAL, BONDS OF WESFIELD RURAL SCHOOL DISTRICT, WASHINGTON COUNTY—\$1,600.00

COLUMBUS, OHIO, May 14, 1930.

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

1863.

APPROVAL, BONDS OF NORTH OLMS TED VILLAGE SCHOOL DISTRICT, CUYAHOGA COUNTY—\$295,000.00.

COLUMBUS, OHIO, May 14, 1930.

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

1864.

APPROVAL, SUPPLEMENTAL RESOLUTIONS ON ROAD IMPROVEMENTS IN DELAWARE COUNTY.

COLUMBUS, OHIO, May 15, 1930.

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