

and having concluded that the legislature, in the Hughes and Griswold acts, did abolish the municipal boards, it would seem that the employes of such board are by that act of abolition without an employer and their employment is by operation of law terminated.

As pointed out in the former opinion, the effect of the repeal of a statute, in the absence of saving provisions, has the effect of blotting out the repealed statute as if it had never existed and putting an end to all proceedings under it.

It is said in 29 Cyc., 1396:

“Where an office is created by a statute, the term of which is * * * during good behavior, the officer holds only so long as the statute remains in force. (Citing 1 Dana [Ky.] 447.)”

Other authorities may be cited, but it is deemed sufficient to state that the abolition of the board, having the power of employment under statute, automatically terminates terms of employments and appointments by said board.

The recent decision in *Elyria vs. Vandemark*, decided by the supreme court September 9, 1919, is pertinent. Consistent with earlier decisions of that court, the supreme court in the *Elyria* case holds that there can be no de facto officer in Ohio without a de jure office. This principle taken in connection with the legislative policy fixed in section 486-16 as amended in 106 O. L. 411 (civil service act) where it is provided that

“* * * whenever any permanent office or position in the classified service is abolished or made unnecessary, the person holding such office or position shall be placed by the commission at the head of an appropriate eligible list, and for a period of not to exceed one year shall be certified to an appointing officer as in the case of original appointments,”

plainly discloses the legislative intent in such cases, and the conclusion must be reached that, no saving clause existing in the Griswold act, the terms of appointees and employes of the old municipal health boards are by operation of law terminated.

Respectfully,

JOHN G. PRICE,
Attorney-General.

1038.

APPROVAL, BONDS OF GRAND PRAIRIE TOWNSHIP RURAL SCHOOL DISTRICT, MARION COUNTY, OHIO, IN AMOUNT OF \$9,000.00.

Industrial Commission of Ohio, Columbus, Ohio.

COLUMBUS, OHIO, February 27, 1920.

1039.

APPROVAL, BOND OF TRACEY S. BRINDLE, CHIEF ENGINEER, STATE HIGHWAY DEPARTMENT, IN SUM OF \$5,000.00—THE AETNA CASUALTY AND SURETY COMPANY, SURETY.

COLUMBUS, OHIO, February 27, 1920.

HON. HARVEY C. SMITH, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am transmitting herewith bond in the sum of \$5,000.00 of Tracey

S. Brindle to the State of Ohio with The Aetna Casualty and Surety Company as surety covering the faithful performance by Mr. Brindle of his duties as chief engineer of the state highway department.

You will note that the bond has been approved by the state highway commissioner as to surety and by myself as to form.

The bond is being given in conformity with section 1181 G. C.

The statutes do not specifically designate a custodian for the bond, but I am sending it to you in line with the provisions of law that the bond of the state highway commissioner is to be deposited in your office.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1040.

APPROVAL OF CORRECTED DEED TO PREMISES IN LICKING COUNTY
 OHIO, CONVEYED BY STATE TO NELLIE M. BOLIN.

COLUMBUS, OHIO, March 1, 1920.

HON. JAMES M. COX, *Governor of Ohio, Columbus, Ohio.*

MY DEAR GOVERNOR:—Nellie M. Bolin, through her attorney, Edward Kibler of Newark, Ohio, has made application, which is enclosed herewith, for a corrected deed to the following described premises:

That portion of the abandoned Ohio Canal in Madison township, Licking county, Ohio, that is described as follows:

Commencing at the line between the lands of O. C. McClelland and lands owned by Nellie M. Bolin, being at station 2050 plus 84 of Bruce Doughton's survey of the abandoned Ohio Canal, made under the direction of the state board of public works in 1912, and extending thence easterly 1232 feet more or less, including the full width of said abandoned Ohio Canal and its embankments to the westerly line of what is commonly known as the Stadden Bridge road and containing 2.5 acres, more or less, excepting therefrom, any portion of said described land that is now occupied by the Newark and Zanesville pike. This deed is made subject to the lease granted by the State of Ohio to the Central Union Telephone Company under date of August 10, 1904, for pole line purposes and which expires on the 10th day of August, 1919, at which date, the title shall pass in fee to the grantee herein named.

Said premises were conveyed to the said Nellie M. Bolin by the State of Ohio, December 21, 1916, by a deed which is of record in the office of the auditor of state and in the office of the recorder of Licking county, a copy of which is also enclosed herewith. As fully appears in said deed, the premises were conveyed to her in pursuance of the provisions of section 13971, Appendix of the General Code of Ohio, and referring to said deed the application states:

- "That said deed was intended, on behalf of the state, to convey to the said Nellie M. Bolin in fee simple the real estate above described and conveyed all the right, title and interest of the state of Ohio therein, but by inadvertence, the granting and habendum clause of said deed conveyed to the said Nellie M. Bolin, her 'successors' and assigns forever, the above described real estate, and did not in fact and in law, convey to said Nellie M. Bolin a fee simple estate in said real estate."