

successive term, the technical question could be raised that such language permits only the payment of 4% biennially or not to exceed 2% per annum. Apparently the county commissioners and your office interpret the language to mean 4% payable annually, and this may be a logical conclusion as to the legislative intent in the use of such language. However, in view of the fact that there is room for doubt as to the exact meaning of said language, it is suggested that the language of the statute should be used in the lease in reference to the payment of rentals rather than the language which is now contained in the form submitted with reference to the subject.

The copy of the proposed lease submitted by you seems to be in accord with the provisions of the act as hereinbefore set forth, except as above noted, and it is believed that if such lease is amended as herein suggested, in the event the law becomes effective, and the lease is properly executed and accepted by the Adjutant General, the same will be a binding obligation. It should be further mentioned, however, that the instrument further provides:

"Provided further that nothing herein contained shall bind the State of Ohio nor the Adjutant General of Ohio, officially or personally, for any amount of money in excess of that portion of the amount appropriated by law for such purposes, applicable to the rent of this particular property, under the laws and military regulations in force at the time of such appropriation."

It is further suggested that the lease should not be executed until July 24, 1929, the effective date of said act.

Respectfully,
GILBERT BETTMAN,
Attorney General.

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APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN BELMONT, GEAUGA, MADISON AND MONROE COUNTIES.

COLUMBUS, OHIO, June 28, 1929.

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

574.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN NOBLE COUNTY.

COLUMBUS, OHIO, June 28, 1929.

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