

a matter of custom, as we have been unable to find any ordinance or other measure passed by council or the city commission which would authorize this procedure.

Question: In view of the above facts is it legal for police officers to retain one-half of the rewards received?"

Your specific question is whether or not the section which you quote requires that rewards received by police officers of the city of Dayton must be paid in their entirety into the police relief fund or whether a part thereof may be retained by the officer receiving the same.

After an analysis of section 4623, while there are other possible interpretations, it is believed that in so far as rewards are concerned the proper interpretation is as if the language therein read:

All rewards paid and given for or on account of any extraordinary service of any member of the force shall be credited to the police relief fund.

In this connection your attention is directed to an opinion rendered by the Attorney-General in 1922, found in the reports for that year at page 496, in which some consideration was given to the meaning of the word "reward" as used in this section. In that opinion it was pointed out that it was inconsistent for an officer to be rewarded or receive double compensation for a duty which he was required to perform. It was also pointed out that the definition for reward as given by Bouvier's Law Dictionary is as follows:

"The offer of recompense given by authority of law for the performance of some act for the public good, which when the act has been performed is to be paid; the recompense actually so paid."

In this case it seems that someone had paid a sheriff \$2,500.00 for services rendered and it was contended by the sheriff that this amount was not a reward but merely a gratuity given by a private individual. This opinion did not decide whether under the circumstances it was a gratuity or a reward.

However, it would seem unnecessary to consider the question further at this time as to what constitutes a reward as distinguished from a gratuity for the reason that you do not request advice upon any specific state of facts in this connection.

Therefore, in answer to your specific inquiry you are advised that under the provisions of section 4623 G. C. a reward received by a police officer should be paid to the police relief fund and such an officer may not legally retain any part thereof for his own use.

Respectfully,
C. C. CRABBE,
Attorney General.

1296.

ABSTRACT, STATUS OF TITLE, LOT 71 OF HAMILTON'S SECOND GARDEN ADDITION, COLUMBUS, OHIO.

COLUMBUS, OHIO, March 21, 1924.

HON. CHARLES V. TRUAX, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—An examination of an abstract of title submitted by your office to this department discloses the following:

The abstract under consideration was prepared by Adolph Haak & Co., Abstracters, August 10, 1905, and a continuation thereto made by E. M. Baldrige, Attorney at Law, March 14, 1924, and pertains to the following premises:

Lot 71 of Hamilton's Second Garden Addition to the city of Columbus, Ohio, as the same is numbered and delineated on the recorded plat thereof, recorded in Plat Book 7, page 186, Recorder's Office, Franklin County, Ohio, saving and excepting therefrom six feet off the rear end thereof reserved for the purpose of an alley.

Upon examination of said abstract, I am of the opinion same shows a good and merchantable title to said premises in Edwin F. Renier and Josephine W. Renier, subject to the dower right of Sarah C. Hancing, widow of Joseph H. Renier, deceased.

The release of the mortgage shown at section 8 of the first part of the abstract is in defective form, but as the note secured by the mortgage has been long past due, no action could be maintained upon same. The release shown at section 14 is also defective but shows that the notes secured by the mortgage were undoubtedly paid.

Attention is directed to the restrictions in the conveyance shown at section 5 of the continuation, wherein are found restrictions for a period of twenty-five years against the use of the premises for the erection of any buildings to be used for slaughter houses and the killing of animals, or the use of said premises for the sale of intoxicating liquors or malt beverages.

The abstract states no examination has been made in the United States District or Circuit Court, nor in any subdivision thereof.

Taxes for the last half of the year 1923, amounting to \$6.08, are unpaid and are due and payable in June, 1924. There is also a balance of \$85.47, together with interest due for the improvement of Clara street, the next installment of \$28.48 and interest being due in December, 1924.

It is suggested that the proper execution of a general warranty deed by Edwin Francis Renier and Josephine W. Renier, and a release of dower by Sarah C. Hancing will be sufficient to convey the title to said premises to the State of Ohio when properly delivered.

Attention is also directed to the necessity of the proper certificate of the Director of Finance to the effect that there are unincumbered balances legally appropriated sufficient to cover the purchase price before the purchase can be consummated.

The abstract submitted is herewith returned.

Respectfully,

C. C. CRABBE,

Attorney General.

1297.

JOINT COUNTY DITCH IMPROVEMENT—COMPENSATION OF COUNTY COMMISSIONERS—HOW PAID.

SYLLABUS:

1. *The amount of compensation for services rendered by county commissioners in connection with a joint county ditch improvement is to be included in the limitation of one hundred days in any one year and also in the limitation of four days on any one improvement.*