

will apply to the situation you present. Of course, such salary would necessarily have to be within the limitations set forth in Section 4209, hereinbefore quoted, and there should be but one salary fixed. In other words, there seems to be no authority to fix a salary as councilman and a separate one for the president pro tem, but a different sum may be fixed as the salary of such latter official.

While Section 4209, *supra*, provides for fixing the salaries of councilman, it does not require that the salary of the president pro tem be the same as the amount fixed for other members. Of course, Section 4213, General Code, which inhibits the changing of the salary of an officer during his term would have application to such a proceeding.

You are therefore advised that in my opinion the council of a municipality may within the limitations of Section 4209, General Code, fix a greater amount of compensation to cover the additional duties of the president pro tem. However, there is no authority to fix a separate sum for such purpose and any action in reference to the fixing of such salary is subject to the provisions of Section 4213, General Code.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

1642.

APPROVAL, ABSTRACT OF TITLE TO LAND OF MILTON T. DILTS IN  
THE CITY OF TROY, MIAMI COUNTY, OHIO.

COLUMBUS, OHIO, March 20, 1930.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval abstract of title, warranty deed, encumbrance estimate No. 1009, and controlling board certificate relating to the proposed purchase of Outlots Nos. 52 and 53 in the city of Troy, Miami County, Ohio, which property is owned of record by one Milton T. Dilts, and is more particularly described as follows:

Beginning at a post at the northwest corner of Out lot No. 53 and being on the east line of Union Street in said city; thence south 89 degrees 32' east, 417.5 feet along the line between Out lots No. 53 and No. 54 to a point on the line of State property on the west side of the Miami and Erie Canal; thence south 5 degrees 13' west, 63 feet along said property line; thence south 2 degrees 45' east 122.0 feet continued along said property line to the line between Out lots No. 51 and No. 52; thence north 89 degrees 32' west, 420.5 feet along the line of said Out lots to the east side of Union Street; thence north 0 degrees 28' east, 183.0 feet along the east side of Union Street to the place of beginning, and containing 1.748 acres.

Upon careful examination of the abstract of title of this property, I find that said Milton T. Dilts has a good merchantable fee simple title to the above described property, free and clear of all encumbrances whatsoever.

In my examination of this abstract of title I noted that under date of June 22, 1912 the Pioneer Pole and Shaft Company, a corporation, being then the owner of the property here in question, conveyed the same by warranty deed to The Farmers Leaf Tobacco Company. The next notation in said abstract of title with respect to this property is a certain deed executed under date of April 21, 1920, by the Receiver of The Troy Tobacco Company, conveying this property to said Milton T. Dilts. There is nothing in the abstract of title to show the connection between The Farmers Leaf Tobacco Company and The Troy Tobacco Company or how the title to this property came to The Troy Tobacco Company by said name, and the abstract of title is in this respect defective. However, an examination of the records in the office of the Secretary of State relating to The Farmers Leaf Tobacco Company shows that in 1914 the name of the said corporation was changed to the Troy Tobacco Company. This indicates, of course, that The Farmers Leaf Tobacco Company and The Troy Tobacco Company are one and the same corporation and obviates the apparent defect in the title indicated by the abstract.

An examination of the warranty deed tendered to the State of Ohio by said Milton T. Dilts shows that the same has been properly executed and acknowledged by him and by his wife, Nannie H. Dilts, and that said deed is in form sufficient to convey to the State of Ohio a fee simple title to the above described property, free and clear of the dower interest of the said Nannie H. Dilts and free and clear of all encumbrances whatsoever.

Encumbrance estimate No. 1009 which has been submitted to me as a part of the files relating to the purchase of this property has been properly executed and shows that the encumbrance therein noted for the purchase of the above described property has been legally made against the maintenance and repair appropriation account. In this connection it is further noted from the certificate over the signature of the president of the controlling board that the amount of money necessary to pay the purchase price of this property has been released by proper action of said controlling board.

I am herewith returning to you with my approval said abstract of title, warranty deed, encumbrance estimate No. 1009 and controlling board certificate.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

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1643.

SCHOOL BUS DRIVER—CHAUFFEUR'S LICENSE FEE NOT CHARGEABLE TO BOARDS OF EDUCATION—LIABILITY OF SAID DRIVER AND BONDSMEN FOR NON-PERFORMANCE OF CONTRACT WHEN FORMER FAILS TO REGISTER AS CHAUFFEUR.

**SYLLABUS:**

1. *The statutes do not authorize or permit the employer of persons employed to drive publicly owned motor vehicles to pay the fee or expense incident to the registration of those employes as chauffeurs in order to qualify them to drive the said vehicles.*

2. *A person who enters into a contract of employment to drive a motor vehicle for another, or for a public board or body, must qualify himself to drive*