

provisions of Sections 2333 et seq., General Code, may be legally leased by the county commissioners from year to year for a period of years subject, however, to the reservation that upon reasonable notice the county commissioners may terminate the lease if and when the public interests require it.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4577.

APPROVAL, NOTES OF EDENTON RURAL SCHOOL DISTRICT, CLERMONT COUNTY, OHIO, \$869.00.

COLUMBUS, OHIO, August 24, 1935.

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

4578.

APPROVAL, BOND FORMS IN CONNECTION WITH FINANCIAL RESPONSIBILITY LAW OF OHIO.

COLUMBUS, OHIO, August 24, 1935.

HON. FRANK WEST, *Registrar, Bureau of Motor Vehicles, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your communication which reads as follows:

“I am enclosing form of surety bond marked ‘A’ for your opinion and ask if it can be used in compliance with the Financial Responsibility Law of Ohio, being Amended Senate Bill No. 67, and direct your attention to Section 6, thereof.

Also enclosed is a form bond for individual sureties as provided for in Section 6 of said Bill. Will you kindly give me your opinion on this Bond relative to its sufficiency in compliance with said Bill, and in this connection, also I refer you to Section 6, thereof.”

The enclosed bond forms are as follows:

(A)

SURETY BOND

B O N D

PERSONS REQUIRED TO PROVE FINANCIAL RESPONSIBILITY AS PROVIDED BY SECTIONS 6298-1 TO 6298-25, BOTH INCLUSIVE, GENERAL CODE OF OHIO AMOUNT \$11,000.00.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned..... as principal, and.....

..... as surety, are hereby held and firmly bound unto the State of Ohio, for the use and benefit of any person or persons who will have procured a judgment, or judgments, of the nature set forth in Sections 6298-5 to 6298-25, both inclusive of the General Code, of Ohio, in the sum of \$11,000.00 for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this obligation is such, that whereas, the above named

..... has come within the provisions of, and amenable to sections 6298-1 to 6298-25, both inclusive, of the General Code of Ohio; Now, if the said

..... shall satisfy or pay all judgments of the nature and in the amounts set forth in Sections 6298-5, of the General Code of Ohio, and as defined in Sections 6298-1 to 6298-25, both inclusive of the General Code of Ohio, and in accordance with the provisions thereof, and in the amount or amounts not to exceed \$11,000.00; then this obligation shall be void and of no effect, otherwise to be and remain in full force and effect.

In witness whereof, the said..... has causedname to be subscribed hereto, and the said sureties have hereunto subscribed their names, this.....day of..... 19.....

By.....President By.....Secretary

ATTEST:

.....(Seal)(Seal) (Two Witnesses)(Seal)

The Individual surety bond is as follows:

(B)

INDIVIDUAL SURETY BOND
BOND

PERSONS REQUIRED TO PROVE FINANCIAL RE-
SPONSIBILITY AS PROVIDED BY SECTION 6298-1
TO 6298-25, BOTH INCLUSIVE, GENERAL
CODE OF OHIO AMOUNT \$11,000.00

KNOWN ALL MEN BY THESE PRESENTS:

That we, the undersigned.....
as principal, and.....

.....
as sureties, are hereby held and firmly bound unto the state of Ohio,
for the use and benefit of any person or persons who will have pro-
cured a judgment, or judgments, of the nature set forth in Sections
6298-5 to 6298-25, both inclusive of the General Code, of Ohio, in
the sum of \$11,000.00 for the payment of which well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns, firmly by these
presents.

The condition of this obligation is such, that whereas, the
above named
has come within the provisions of, and amenable to section 6298-1
to 6298-25, both inclusive, of the General Code of Ohio; Now, if
the said
shall satisfy or pay all judgments of the nature and in the amounts
set forth in Sections 6298-5 of the General Code of Ohio, and as
defined in Sections 6298-1 to 6298-25, both inclusive of the
General Code, of Ohio, and in accordance with the provisions there-
of, and in the amount or amounts not to exceed \$11,000.00; then
this obligation shall be void and of no effect, otherwise to be and
remain in full force and effect.

In witness whereof, the said.....has caused
.....name to be subscribed hereto, and the said sureties
have hereunto subscribed their names, this.....day of
....., 19.....

By.....
By.....

ATTEST:

.....
.....

(Two Witnesses)

The provisions on the back of the individual surety bond are as follows:

OATH OF INDIVIDUAL SURETY

STATE OF OHIO.....COUNTY SS:

I.....being first duly sworn as required by law depose and say that I am the owner in fee simple of the following described Real Estate. (1)

and that same is of the Value of \$.....over and above all encumbrances, and liens now against same and that there are not now any suits pending against me in any Court of this State, or in a Federal Court, which may result in a judgment or judgments or fines against me.

Sworn to and subscribed before me this.....day of.....19.....

(2) CERTIFICATE OF COUNTY AUDITOR

I hereby certify that I am the duly qualified Auditor of.....County, and that the title to the above described Real Estate is on the Tax Duplicate of said county in the name of..... and is appraised at \$.....

OATH OF INDIVIDUAL SURETY

STATE OF OHIO.....COUNTY SS:

I.....Being first duly sworn as required by law depose and say that I am the owner in fee simple of the following described Read Estate. (1)

and that same is of the Value of \$.....over and above all encumbrances, and liens now against same and that there are not now any suits pending against me in any Court of this state, or in a Federal Court, which may result in a judgment or judgments or fines against me.

Sworn to and subscribed before me this.....day of....., 19.....

(2) CERTIFICATE OF COUNTY AUDITOR

I hereby certify that I am the duly qualified Auditor of.....County and that the title to the above described Real Estate is on the Tax Duplicate of said county in the name of.....and is appraised at \$.....

- (1) If space insufficient, attach sticker.
(2) If Real Estate in more than one County, then attach sticker for Auditor of other County or Counties.

I have examined carefully the forms of bonds incorporated herein and am of the opinion that such forms are in accordance with the statutory requirements for the same.

4579.

PARTITION FENCE—COUNTY AUDITOR MAY ANTICIPATE COLLECTION OF COST INCURRED BY TOWNSHIP TRUSTEES IN ERECTING PARTITION FENCE—“MAY” IN SEC. 5915, G. C. DISCRETIONARY.

SYLLABUS:

When a board of township trustees has awarded a contract for the building of a partition fence as provided in Section 5913, General Code, and the township clerk has certified the costs to the county auditor as provided in Section 5914, General Code, and the county auditor has placed the amount of costs so certified on the tax duplicate pursuant to Section 5915, General Code, it is permissive and discretionary with the county auditor to anticipate the collection thereof and draw orders for the payment of such amounts out of the county treasury. “May” as used in Section 5915, General Code, should be given its generally accepted permissive and discretionary meaning.

COLUMBUS, OHIO, August 24, 1935.

HON. FREDERICK C. MYERS, *Prosecuting Attorney, Marietta, Ohio.*

DEAR SIR:—Your recent request for my opinion reads as follows:

“The County Auditor of Washington County, has asked for an opinion with reference to the latter part of Section 5915 of the General Code, which reads as follows:

‘The Auditor may anticipate the collection thereof and draw payments for such amount out of the County Treasury.’

The above quotation is from a section of law which relates to the duties of the County Auditor upon the completion of line fences and certification of the costs to him.

The question is, does the word ‘may’ in the language quoted make it obligatory upon the County Auditor to anticipate the collection of the cost and draw orders for the payment as if the language of the statute employed the word ‘shall’ instead of ‘may’?”

Where a controversy arises over the erection or repair of a partition fence,