

of five acres more or less to the Wood Brown company, and recorded in plat book No. 5, pages 196 and 197, recorder's office, Franklin county, Ohio.

A careful examination of said abstract has been made and it is believed that the abstract with the continuations thereto shows a good and sufficient title to said premises to be in the name of Matt C. Branch on May 3, 1920, the date of the last continuation, free from incumbrance with the exception of the taxes for the last half of the year 1919, amounting to \$4.63, which are a lien upon the premises, and also the taxes for 1920, the amount yet undetermined, are a lien upon the premises. The abstract discloses that no examination was made in any of the United States courts.

Respectfully,

JOHN G. PRICE,
Attorney-General.

1224.

APPROVAL, FORM OF LEASE TO BE USED IN CONNECTION WITH
THE MATTER OF TURNING OVER TO COUNTY COMMISSIONERS
SURPLUS AUTOMOBILES, MOTOR TRUCKS AND EQUIPMENT
RECEIVED FROM FEDERAL GOVERNMENT.

COLUMBUS, OHIO, May 7, 1920.

HON. A. R. TAYLOR, *State Highway Commissioner, Columbus, Ohio.*

DEAR SIR:—Referring to your letter of April 8, 1920, and previous correspondence in connection with the matter of turning over to county commissioners surplus automobiles, motor trucks and equipment received from the federal government:

In accordance with your suggestion, and after conference with Mr. Martin of your department, I have prepared a form of lease having relation to the provisions of section 1190-2 G. C., as appearing in Amended Substitute Senate Bill No. 105, filed in the office of the secretary of state February 19, 1920. The form reads as follows:

“LEASE

(Section 1190-2 G. C.)

Whereas, the state of Ohio through its state highway commissioner has received from the United States government a large number of automobiles, motor trucks, road machinery, equipment and supplies, and said state highway commissioner has found that it is in the public interest that the surplus thereof not needed for use by the state highway department be turned over to such counties of the state as may be able to use the same; and

Whereas, the state highway commissioner is authorized by the terms of section 1190-2, appearing in Amended Substitute Senate Bill No. 105, passed January 28, 1920, and filed in the office of the secretary of state February 19, 1920, to lease to the county commissioners of any county upon such terms, rentals and conditions as to him may seem proper, the above mentioned surplus automobiles, motor trucks, road machinery, equipment and supplies; and

Whereas, the commissioners of the county of _____, have made application to the state highway commission for the delivery of such part of the aforesaid surplus automobiles, motor trucks, road machinery, equipment and supplies as are hereinafter mentioned, and the state highway com-

missioner has found that it is in the public interest that such request be granted, and that said machinery and supplies hereinafter described be delivered to said county upon the terms and conditions hereinafter mentioned;

Now, therefore, in consideration of the premises, this agreement of lease entered into by and between the state of Ohio, acting by its state highway commissioner and the board of county commissioners of _____ county, Ohio;

WITNESSETH: The state highway commissioner delivers to said board of county commissioners at Columbus, Ohio, the following described machinery, equipment, articles or supplies from among those so as aforesaid from the federal government, to-wit:

The title to said articles mentioned is not to pass to the county, but as between the state of Ohio and said county, is to remain in the state. If at any time the federal government requests the return of such articles, then they are to be immediately surrendered and delivered by said county to the state of Ohio at such point as may be designated by the state highway commissioner.

The machinery, equipment, articles and supplies described are to be cared for and operated under the supervision of the county commissioners and county surveyor. Said county commissioners agree that they will at all times properly house, maintain and repair said articles and machinery; that they will not permit the same to be used for private or individual purposes; that they will keep the same in good working condition as long as it is practicable to do so; and that when the same become worn out, they will notify the state highway commissioner of that fact, and if he so requests, return the same without expense to the state highway department at Columbus, Ohio.

They further agree that all of said machinery and articles shall, at any time upon request of the state highway commissioner, be turned over to him temporarily for use in maintenance and repair work upon state roads in said county, the expense of operation during such period to be borne by the state; all expense of operation at other times to be borne by the county.

They agree that they will pay to the state of Ohio to reimburse it for its expense in securing such machinery and articles the sum of _____ dollars (\$-----), which amount is to be paid promptly upon the execution of this lease.

The conditions of this lease shall apply to all automobiles, trucks, road machinery, equipment and supplies which have heretofore been turned over by the state to the county, or which are being turned over by the state to the county upon the execution hereof, whether herein specifically mentioned or not; and it is understood that any supplies that may in future be turned over by the state to the county in connection with the above mentioned machinery and articles shall be subject to the conditions of this lease.

It is understood that said state highway commissioner shall have the right at all times to inspect the machinery, equipment and supplies above mentioned; and that if at any time he finds one or more of the terms of this lease are not being complied with by said county commissioners, then said state highway commissioner may immediately re-take possession on behalf of the state of all machinery, equipment and supplies turned over by the state to the county.

IN WITNESS WHEREOF, said state highway commissioner has hereto set his name and the board of county commissioners of said county have also hereto set their names this ----- day of -----, 1920.

As State Highway Commissioner.

As the Board of County Commissioners
of ----- County.”

As explained to Mr. Martin, the law authorizing such lease is not yet in effect; so that use should not be made of the forms prepared until on and after May 20, 1920.

Respectfully,

JOHN G. PRICE,

Attorney-General.

1225.

ROADS AND HIGHWAYS—ROAD IMPROVEMENT COMMISSION MAY NOT DELEGATE TO IMPROVEMENT ASSOCIATION AUTHORITY TO EMPLOY SURVEYOR—NO ADVANCE FUNDS FOR DISBURSEMENT—WHAT FUNDS ARE NOT TO BE COUNTED AS PART OF TEN PER CENT CONTRIBUTION MENTIONED IN SECTION 6886-1 G. C.—COUNTY SURVEYOR NOT ENTITLED TO RETAIN FEES PAID HIM OUT OF FUNDS ON IMPROVEMENTS MADE IN ACCORDANCE WITH SECTION 6886-1 ET SEQ. G. C.

1. *The road improvement commission provided for in sections 6886-1 to 6886-12 G. C., may not delegate to the improvement association mentioned in section 6886-12 authority to employ a surveyor; nor may such commission advance to such association for disbursement by the latter, funds representing the estimated cost of an improvement.*

2. *Public funds paid into the county treasury by township trustees are not to be counted as part of the ten per cent contribution mentioned in section 6886-1 G. C.*

3. *By reason of the provisions of section 7181 G. C., the county surveyor is not entitled to retain fees paid him out of funds on improvements made in accordance with said sections 6886-1 et seq. G. C.*

COLUMBUS, OHIO, May 8, 1920.

HON. A. V. DONAHEY, Auditor of State, Columbus, Ohio.

DEAR SIR:—I am in receipt of your letter of recent date signed by Hon. John A. Bliss, supervising examiner, and reading as follows:

“We are making an examination of Portage county and find that they are improving their roads under the provisions of sections 6886-1 to 6886-12, inclusive of the General Code, by awarding the contracts to the Portage County Improvement Association on force account at actual cost, and desire