

county board of education against the transfer of territory from one school district to another. In the decision of the case of *Board of Education vs. Board of Education*, 112 O. S. 108, the court said at p. 114, after referring to such amendment:

“This amendment removed any uncertainty in the act, if any theretofore existed, and specifically gave the filing of the remonstrance the effect contended for by defendant in error.”

In view of the foregoing and in specific answer to your inquiry, it is my opinion that the amendment of Section 6290, General Code, by the 91st General Assembly, 116 O.L. 286, defining the term “chauffeur” does not serve to include within the definition of this term an employe who operates his employer’s motor vehicle as an incident to his employment for other purposes, and the driving of such motor vehicle on behalf of his employer merely as incidental to the performance of the duties of his regular employment, does not make such employe a “chauffeur.”

Respectfully,

HERBERT S. DUFFY,
Attorney General.

378.

APPROVAL—CONTRACT FOR THE IMPROVEMENT OF
HIGHWAYS IN THE CITY OF AKRON, OHIO.

COLUMBUS, OHIO, April 1, 1937.

HON. JOHN J. JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between the State of Ohio by John J. Jaster, Jr., Director of Highways, and the City of Akron, Ohio, by its City Council, providing for the cooperation of the City of Akron, Ohio, with the State of Ohio for the improvement of a portion of Miller Avenue, Steiner Avenue, Ira Avenue, South Main Street and High Street, described as follows:

“The separation of grades of the tracks of the Baltimore and Ohio Railroad Company, the Erie Railroad Company and the Pennsylvania Railroad Company and South Main Street and East Miller Avenue, located at a point near the intersection of South Main Street and Miller Avenue in Akron, Summit County, State of Ohio.”

by the terms of which contract the City of Akron assumes and agrees to pay its share in the amount of \$532,000 or less of the cost and expense of the construction of said improvement; and further by the terms of said contract the State of Ohio is not obligated for the payment of any of its moneys.

You have also submitted a certificate of the Clerk and Secretary ex officio of the Council of the City of Akron, that the Council has approved said contract and recorded the same in its journal, and a certificate of the Auditor of the Department of Highways that the lump sum of \$750,000 is on deposit in the state treasury of the State of Ohio in a trust account, which fund is an advance of federal funds and is a charge against an appropriation made to the United States Department of Agriculture and is available for the cost of this contract.

You have also submitted the certificate of the City Director of Finance that the funds payable from the treasury of the City of Akron, Ohio, are available for this contract and are not otherwise encumbered.

Finding said contract in proper legal form, I have accordingly endorsed my approval thereon and return the same herewith to you, together with other papers submitted in this connection.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

379.

APPROVAL—CONTRACT FOR THE IMPROVEMENT OF
HIGHWAY No. 51, TOLEDO, LUCAS COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1937.

HON. JOHN J. JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between the City of Toledo, Ohio, acting by its Council, and the State of Ohio, acting by the Director of Highways, providing for the improvement of a portion of the Toledo Napoleon Road, State Highway No. 51, involving the separation of grades of the tracks of the Wabash Railway Company located at a point in Broadway in Toledo, Lucas County, State of Ohio.

You have also submitted the certificate of the Council of the City of Toledo that the contract has been duly entered into and that the same is recorded on the journal of said city.