tioned in section 6917 as one of whether the cost of the proposed improvement will be excessive in view of the public utility.

For these reasons, then, it is the conclusion of this department that the resolution prescribed by section 6917 need receive only a majority vote where action on the preliminary resolution has been by unanimous vote.

What has been said disposes of the major part of your inquiry, though you ask generally whether all steps must be had by unanimous vote. A remaining important step, after action has been taken under section 6917, is the making of assessments as provided by sections 6922, et seq. Without discussing those sections at length, it need only be said that they provide for a hearing on the assessment by the commissioners after notice, and for confirmation by the commissioners before the assessment is entered on the duplicate. There is no specific requirement of unanimous action. The assessment proceedings are the same in character, whether the improvement project has been initiated by petition or by unanimous vote of the commissioners. For this reason, it is the view of this department that only majority action is required in the matter of hearing and confirming the assessment.

Similarly, it is the view of this department that without reference to the manner in which the project is initiated, majority action only is required in the matter of levying taxes (Sections 6926, et seq.) and issuing bonds (Sec. 6929).

Respectfully,
JOHN G. PRICE,
Attorney-General.

3610.

INDUSTRIAL COMMISSION—WHERE FULL AMOUNT OF AWARD MADE TO INJURED EMPLOYE WHO PREVIOUSLY FILED WITH COMMISSION WRITTEN ASSIGNMENT OF PORTION OF AWARD—COMMISSION NOT WARRANTED IN ALLOWING EMPLOYER CREDIT ON PREMIUM EQUAL TO AMOUNT SO ADVANCED.

COLUMBUS, OHIO, September 19, 1922.

The full amount of an award made to an injured employe was paid to him by the Industrial Commission, notwithstanding the employe had previously filed with the Commission a written assignment of a portion of the award equal in amount to the amount which the employer had advanced to the employe on account of the injury. Held that the Commission is not warranted in thereafter allowing the employer a credit on his premium equal to the amount so advanced by him to the employe and covered by the assignment above mentioned.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—Your letter of recent date relative to the administration of the Workmen's Compensation Fund, was duly received.

The facts of the specific case referred to in the correspondence, as I understand them, are as follows:

An award of $65.98 was made to an injured employe. The full amount of the award was paid by the Industrial Commission to the employe, notwithstanding the employe had previously filed with the Commission a written assignment or order

for $20.00 of the award in favor of his employer, to cover the amount which the employer had advanced to the employe.

The question which you have raised, based upon the foregoing facts, is whether or not the Commission would be warranted in allowing the employer a credit of $20.00 on its premium by reason of the Commission having failed to honor the assignment above mentioned?

Examination of the Workmen's Compensation Act fails to disclose any authority conferred upon the Commission to allow the credit in question. Specific provision has been made by the act for the classification of occupations and industries, for the fixing of premium rates, and for the adoption of rules for the collection and disbursement of the compensation fund (see section 1465-53 et seq. G. C.), and the act, considered in its entirety, contains no provision which would justify the commission in allowing a credit to the employer in question on his premium account.

The entire amount of the award having been paid by the Commission, it would seem that the doctrine of 1921 Opinions of the Attorney General, Vol. 1, page 444, would apply. The Syllabus to that opinion reads:

> "When the Industrial Commission of Ohio has awarded and paid to an injured workman compensation on account of such injury, it is not warranted in reimbursing the employer for money paid by it to said injured employe."

Respectfully,
JOHN G. PRICE,
Attorney-General.

3611.

STATUS, ABSTRACT OF TITLE, PREMISES SITUATE IN SCIOTO COUNTY, OHIO, 75.46 ACRES OF LAND, SURVEY NO. 15890.

COLUMBUS, OHIO, September 20, 1922.

HON. L. J. TABER, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted an abstract prepared by Joseph W. Mitchell and certified by him June 14, 1922, inquiring as to the status of the title to 75.46 acres of land situated in survey No. 15890 in Scioto County, Ohio, said premises being more fully described in the abstract and in the deed which is enclosed herewith.

After an examination, it is the opinion of this department that said abstract discloses the title to said premises to be in the name of David A. Cush subject to the objection hereinafter pointed out.

On page 128 of the abstract there is shown a conveyance by William Ramey to R. C. Pritchard in 1915. It does not appear from said conveyance whether or not the said Ramey was married or single. If he were married at the time of said conveyance, and his wife is still living, she would have a dower interest in said premises which has never been released. In view of this situation, it is suggested that before the warrant is delivered in payment for said premises that some one representing your department should investigate to see whether the said William