

It is accordingly my opinion that these bonds constitute valid and legal obligations of said city.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3318.

APPROVAL—RENTAL AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, WITH F. J. HERSCHEL, TRUSTEE, FOR BENEFIT OF F. J. HERSCHEL AND O. E. IRISH, FIRST FLOOR ROOM, 111 NORTH 2nd STREET, IRONTON, OHIO, USE, OHIO UNEMPLOYMENT COMMISSION, MONTHLY RENTAL, \$50.00.

COLUMBUS, OHIO, December 1, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination a rental agreement and a lease providing for the rental to the State of Ohio of certain premises in the City of Irønton, Lawrence County, Ohio, which are owned of record by F. J. Herschel, Trustee, for the benefit of F. J. Herschel and O. E. Irish, who are the beneficial or equitable owners of the property in which these premises are located. The premises here in question are further described as being the first floor room at 111 North 2nd Street, containing approximately 1000 square feet of floor space. The rental agreement, so-called, covers the lease of this property for a period of one month from and after the first day of December, 1938, at a rental for the month of \$50.00, while the lease which accompanies this rental agreement provides for the demise of these premises for a period of two years from and after the first day of January, 1939, at a monthly rental of \$50.00 payable in quarterly installments of \$150.00 each, use, Ohio Unemployment Compensation Commission.

As above indicated, these instruments have been executed in the name of F. J. Herchel, Trustee, by F. J. Herhchel, while in the body of each of these instruments F. J. Hersched appears as the named lessor. Obviously, in this situation, both of these instruments should be corrected by inserting the word "Trustee" after the name of F. J. Herschel in the body of each of these instruments. These instruments are otherwise in proper form.

Accompanying this rental agreement and lease, which by appropriate provisions therein are to be considered as one contract covering the rental of these premises for the full time above indicated, is contract encumbrance record No. 80 which has been properly executed and which shows available moneys, otherwise unencumbered, in the amount of \$50.00 for the payment of the rent of these premises from December 1, 1938, to December 31, 1938. This, in my opinion, is a sufficient compliance with the provisions of Section 2288-2, General Code. I am accordingly approving said rental agreement and lease as to legality and form, and both of these instruments are herewith returned.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3319.

APPROVAL—RENTAL AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, FOR USE, OHIO UNEMPLOYMENT COMPENSATION COMMISSION, WITH W. S. ARBAUGH, SECOND FLOOR SPACE, BUILDING STATE STREET AND LINCOLN AVENUE, CITY OF SALEM, COLUMBIANA COUNTY, OHIO, MONTHLY RENTAL, \$50.00.

COLUMBUS, OHIO, December 1, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a rental agreement executed by W. S. Arbaugh under date of November 3, 1938, renting to the State of Ohio for the use of the Ohio Unemployment Compensation Commission certain premises in the City of Salem, Columbiana County, Ohio, which premises are described as being the second floor space in building at State Street and Lincoln Avenue in said city, containing approximately 970 square feet.

This rental agreement covers the rent for said premises from the 15th day of November, 1938, to and including the 31st day of December, 1938, at a monthly rental of \$50.00, while the lease executed by said W. S. Arbaugh of even date therewith covers the rental of said premises for a period of two years from and after January 1, 1939, at a monthly rental of \$50.00 payable in quarterly installments of \$150.00 each.