

under the authority heretofore cited, the Board of Control of Marion may not accept his bid, providing it meets specifications.

Section 3699, General Code, compels award of the lease to the highest bidder, and the highest bid being illegal, the next highest bidder has submitted the highest legal bid. Of course, the awarding authorities may, if they see fit, reconsider, reject all bids and readvertise. See 3699, *General Code*.

The highest bidder obtained no vested right when the contract was awarded to him, as his bid was illegal. No contract can be entered into with him based on his bid without the inclusion of the aforequoted sentence of his proposal, because the inclusion of such sentence destroyed the competitive feature of the bid and vitiated it so that there is no legal proposal of such bidder on which to base a contract.

I believe that the foregoing sufficiently answers the points raised in the second question of the Solicitor.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*

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4435.

APPROVAL, TWO LEASES TO OFFICE ROOMS FOR USE OF EXCISE BEER BEVERAGE SECTION OF TAX COMMISSION, DEPARTMENT OF FINANCE AND DEPARTMENT OF AUDITOR OF STATE IN THE DIVISION OF AID FOR THE AGED—LUCAS INVESTMENTS, INC., OF TOLEDO AND BROAD—THIRD REALTY COMPANY, OF COLUMBUS, OHIO.

COLUMBUS, OHIO, July 19, 1935.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval two certain leases, as hereinafter set forth, granting to you, as Superintendent of Public Works, for the use of the excise beer, beverage section of the Tax Commission of Ohio, Department of Finance, and the Department of Auditor of State in the Division of Aid for the Aged, Department of Public Welfare, respectively, certain office rooms as follows:

Lease from the Lucas Investments, Inc., of Toledo, Ohio, for room No. 416, on the fourth floor of the Produce Exchange Building, Toledo, Ohio. This lease is for a term of twenty (20) months,

beginning on the first day of May, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay thirty-seven dollars and fifty cents (\$37.50) per month. Lease from the Broad-Third Realty Company of Columbus, Ohio, for 1974 sq. ft. of floor space on the second floor of the Rowlands Building, Columbus, Ohio. This lease is for a term of two years, beginning on the first day of January, 1935, and ending on the thirty-first day of December, 1936, by the terms of which the State will be required to pay ninety cents (90c) per square foot for the first year and one dollar (\$1.00) per square foot the second year.

You have submitted encumbrance estimates which show that funds are available for the payment of rentals for at least a month of the leases.

Finding said leases in proper legal form, I hereby approve them as to form, and return them herewith.

Respectfully,  
 JOHN W. BRICKER,  
*Attorney General.*

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4436.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF  
 HIS DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—J. FRANK CUPP.

COLUMBUS, OHIO, July 19, 1935.

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

DEAR SIR:—You have submitted for my approval as to form, a bond in the penal sum of \$5,000.00, to guarantee the faithful performance of the duties of the official as hereinafter listed:

J. Frank Cupp, Resident District Deputy Director in Allen County—Massachusetts Bonding and Insurance Company.

Such bond appears to have been entered into pursuant to sections 1183 and 1182-3, General Code. These sections provide as follows:

Sec. 1183. “\* \* \* Such resident district deputy directors shall \* \* \* give bond in the sum of five thousand dollars \* \* \* .”

Sec. 1182-3. “\* \* \* All bonds hereinbefore provided for shall