

"Pike County has a duly organized County Agricultural Society, and heretofore the County Commissioners have annually appropriated a sum of money for the purpose of keeping up and encouraging the continuance of this organization. But in January, 1928, the Commissioners failed and refused to make an appropriation for the benefit of this Agricultural Society as required by Section 9894, O. L., 1927.

Does this section make it mandatory on the Board of County Commissioners to make the appropriation, and if so, what steps should the Agricultural Society take to secure this money?"

A similar question was recently presented to this office by the Prosecuting Attorney of Delaware County and answered in Opinion No. 744, dated July 19, 1927, the syllabus of which reads:

"In so far as the funds in the county treasury will permit, having due regard for other expenditures made mandatory by statute, under the provisions of Section 9894, General Code, for the purpose of encouraging agricultural fairs, upon the request of any county or duly organized county agricultural society in such county which the society owns, or holds under a lease, real estate used as a site whereon to hold fairs and has control and management of such lands and buildings, it is the duty of the county commissioners annually to appropriate from the general fund not to exceed two thousand dollars or less than fifteen hundred dollars to such county agricultural society for such purpose."

I am enclosing herewith a copy of this opinion.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2292.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN
LUCAS AND STARK COUNTIES.

COLUMBUS, OHIO, June 29, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*

2293.

APPROVAL, ONE GAME REFUGE LEASE—DISAPPROVAL, ONE GAME
REFUGE LEASE.

COLUMBUS, OHIO, June 29, 1928.

Department of Agriculture, Division of Fish and Game, Columbus, Ohio.

GENTLEMEN:—This will acknowledge your letter of June 25, 1928, in which you enclosed the following Game Refuge Leases, in duplicate, for my approval:

| No. | Name | Acres |
|------|---|-------|
| 1133 | George Russ, Darke County, Jackson Township..... | 80 |
| 1134 | J. M. & R. F. Coppess, Darke County, Richland Township..... | 180 |

I have examined said leases and find Lease No. 1133 correct as to form. I am, therefore, returning the same with my approval endorsed thereon.

I am returning herewith Lease No. 1134, unapproved, for correction, for the reason that while two grantors are named in the granting clause, but one signature appears on said lease. You will note that the acknowledgment clause is in the singular rather than in the plural, indicating that but one grantor signed and acknowledged said lease.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2294.

APPROVAL, FINAL RESOLUTION ON ROAD IMPROVEMENTS IN PICK-
AWAY COUNTY.

COLUMBUS, OHIO, June 29, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*

2295.

SCHOOLS—CONTRACTS FOR PRACTICE TEACHING, APPROVED—OHIO
WESLEYAN UNIVERSITY.

SYLLABUS:

Validity of two certain contracts entered into by the Ohio Wesleyan University and the Board of Education of Brown Township Centralized School District, Delaware County, Ohio, and the Ohio Wesleyan University and the Board of Education of Ashley School District, Delaware County, Ohio, discussed and determined.

COLUMBUS, OHIO, June 30, 1928.

HON. EUGENE S. OWEN, *Prosecuting Attorney, Delaware, Ohio.*

DEAR SIR:—This will acknowledge receipt of your communication which reads as follows:

“Sec. 7706 requires the county superintendent to ‘visit the schools in the county school district, direct and assist teachers in the performance of their duties, and classify and control the promotion of pupils.’

Ohio Wesleyan University has purchased the control and use of three schools in this county for practice-teaching and experimental purposes. Copies of the contracts with Ashley and Brown accompany this letter. We have not been able to obtain a copy of her contract with Radnor as yet. Ashley is to receive \$1750, \$250 to each of seven teachers appointed by the University; Radnor, \$2400; Brown \$4000. In practice, Prof. Nutt of the University recommends the superintendents and teachers above the sixth grade in Ashley and Brown and fixes their salaries. The boards carry out his recommendations. Sec. 16 of the Brown contract provides that the school ‘shall be known as the Brown Township Demonstration School of the Department of Education of Ohio Wesleyan University.’