vs. Robins, supra, that the ordinance which required the filing of the bond of a surety company for the purposes stated was invalid.

You will note that the reason underlying the passage of the ordinance in *State* vs. *Deckebach*, was precisely the same as the adoption of the resolution under consideration. A very slight distinction might be drawn between these two cases in that the operators of motor vehicles and taxicabs use the public streets and highways in the pursuance of their business, whereas, real estate brokers engage in a strictly private business and avail themselves of no public property in the pursuance of their business. However, in both cases the protection of the general public under the police power of the state is the paramount consideration.

It having been held that the legislature does not have the constitutional authority to prescribe corporate sureties to the exclusion of personal sureties, *a fortiori*, the legislature could not delegate to a ministerial board the power to enact a similar measure.

In view of the decision of *State ex rel. Robins, supra,* followed by *State* vs. *Deckebach,* 105 O. S., 643, I am of the opinion that the Board of Real Estate Examiners cannot prescribe corporate sureties to the exclusion of personal sureties on the bonds of applicants for a real estate broker's license.

It necessarily follows that if your board did not have power to pass such resolution all bonds offered after December 31, 1936, may be signed either by corporate or personal sureties.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

114.

APPROVAL—RESERVOIR LAND LEASE TO LAND IN FAIRFIELD COUNTY, OHIO—DR. CURTIS A. SMITH, COLUMBUS, OHIO.

COLUMBUS, OHIO, February 9, 1937.

HON. L. WOODDELL, *Commissioner, Conservation Division, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a reservoir land lease in triplicate executed by you as Comservation Commissioner to one Dr. Curtis A. Smith of Columbus, Ohio.

By this lease, which is one for a stated term of fifteen lears and which provides for an annual rental of $24.00, payable in semiannual installments of $12.00 each, there is leased and demised to the lessee above named, the right to occupy and use for cottage site and dock landing purposes, the inner slope and waterfront and the outer slope and borrow pit adajacent thereto that is included in the west-half of Embankment Lot No. 59, west of the waste-gates as laid out on the northerly embankment at Buckeye Lake, by the Ohio Canal Commission in 1905, and being part of the Northeast Quarter of Section 22, Town 17, Range 18, Fairfield County, Ohio, and being the same half lot that was leased by the State of Ohio to William Zipf, et al., from the State of Ohio by lease dated June 13, 1906; said half lot has a frontage of fifty feet, measured along the top of the outer slope of the reservoir embankment.

Upon examination of this lease, I find that the same has been properly executed by you as Conservation Commissioner, acting on behalf of the State of Ohio, and by Dr. Curtis A. Smith, the lessee therein named. Upon examination of the provisions of this lease and the conditions and restrictions therein contained, I find the same to be in conformity with the provisions of Section 471 and of other sections of the General Code relating to leases of this kind.

I am, accordingly, approving this lease as to legality and form, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

115.

CERTIFICATE OF ELECTION ON APPOINTMENT — GOVERNOR MUST ISSUE COMMISSION WHEN — JUDICIAL QUESTION, WHEN.

SYLLABUS:

When a certificate of election or appointment, regular and legal upon its face, is presented to the Governor of the State of Ohio, reciting the fact that the person named therein has been duly elected or appointed to an office under the laws of the State, it is the mandatory duty of the Governor to issue to him a commission as provided by law. Whether