not advised), canceling said former lease agreement with the American Steel and Wire Company, the provisions of said former lease are still in full force and effect between the parties and will continue to be in full force and effect until the expiration of the term of said lease, unless said lease is terminated at an earlier date either by the approval by the Governor of the recent lease above referred to, or by cancellation of said former lease by agreement of the Superintendent of Public Works and said corporation under the provisions of Section 431, General Code.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1623.

APPROVAL, BONDS OF LEWIS TOWNSHIP RURAL SCHOOL DISTRICT, BROWN COUNTY—$15,000.00.

COLUMBUS, OHIO, March 14, 1930.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

1624.

DISAPPROVAL, LEASE TO OFFICE ROOMS FOR USE OF DEPARTMENT OF INDUSTRIAL RELATIONS AT 240 NORTH HIGH STREET, COLUMBUS, OHIO.

COLUMBUS, OHIO, March 15, 1930.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—This acknowledges receipt of your letter of March 8, 1930, requesting approval of a lease between "Builder's Market" and yourself for office space for the department of Industrial Relations, at 240 N. High St., Columbus, Ohio.

After careful consideration, I find that the following provision should be stricken out, before approval of said lease can be made. The fifth covenant on page 3 of the lease reads:

> "All safes shall be carried up or into the premises at such times and in such manner as shall be specified by the lessor; the lessor shall in all cases retain the power to prescribe the proper position of such safes and any damage done to the building by taking in or removing a safe, or from overloading the floor with any safe, shall be paid by lessee."

Your attention is directed to the fact that an almost identical provision in a lease was disapproved by this office in Opinion 176, rendered March 8, 1929, to your predecessor, Richard T. Wisda, a copy of which I am enclosing. On page 2 of that opinion, after quoting the objectionable provision, I said: