

of Ohio, acting by the State Office Building Commission, and John Holmer & Company of Cincinnati, Ohio. This contract covers the construction and completion of contract for mural paintings for Hearing Room No. 1 of the new state office building, according to specifications dated June, 1931. Said contract calls for an expenditure of thirteen thousand dollars (\$13,000.00).

You have submitted the certificate of the Director of Finance which shows that there is an unexpended balance in a proper appropriation account sufficient to cover the amount of this contract.

This office, in Opinion No. 3796, addressed to you under date of December 1, 1931, held in the syllabus:

“The State Office Building Commission is not required to advertise for competitive bids in contracting for the furnishing of mural paintings for the interior of the new state office building, since work of this character is wholly dependent for its acceptability upon the talent of the individual.”

In view of the above, it is unnecessary that the detailed procedure of sections 2314 to 2332, General Code, relating to competitive bids, be followed.

It is noted that the Governor has approved the contract, in accordance with section 1 of the act of the legislature passed March 14, 1929 (113 O. L. 59).

Finding said contract in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3950.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND HERMAN H. WESSEL, CINCINNATI, OHIO, FOR MURAL PAINTINGS FOR HEARING ROOM NO. 4 OF THE NEW STATE OFFICE BUILDING, AT AN EXPENDTURE OF \$13,000.00.

COLUMBUS, OHIO, January 13, 1932.

HON. F. W. MOWREY, *Executive Secretary, State Office Building Commission, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the State Office Building Commission, and Herman H. Wessel, of Cincinnati, Ohio. This contract covers the construction and completion of contract for mural paintings for Hearing Room No. 4 of the new state office building according to specifications dated June, 1931. Said contract calls for an expenditure of thirteen thousand dollars (\$13,000.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract, in accordance with section 2288-2, General Code.

Inasmuch as mural paintings involve work of a character wholly dependent

for its acceptability upon the talent of the individual, the present contract did not have to be let after competitive bidding, and the detailed provisions of sections 2314 to 2332, General Code, did not have to be followed. See Opinion No. 3796, rendered December 1, 1931.

It is noted that the Governor of Ohio has approved the contract herein, as required by Section 1 of the act of the legislature passed March 14, 1929 (113 O. L. 59).

Finding said contract in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3951.

APPROVAL, NOTES OF NEWARK CITY SCHOOL DISTRICT, LICKING COUNTY, OHIO—\$50,000.00.

COLUMBUS, OHIO, January 13, 1932.

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

3952.

APPROVAL, LEASE TO CANAL LANDS IN LUCAS AND HENRY COUNTIES, OHIO—THE TOLEDO METROPOLITAN PARK BOARD.

COLUMBUS, OHIO, January 13, 1932.

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

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a certain canal land lease in triplicate, executed on behalf of the State of Ohio by your predecessor, Hon. A. T. Connar, by which there is leased and demised to The Toledo Metropolitan Park Board certain abandoned Miami and Erie Canal lands and property in Lucas and Henry Counties, Ohio.

The several parcels of canal lands and other property leased are more particularly described in said lease as follows:

“TRACT ONE—That portion of the abandoned Miami and Erie Canal property, including the full width of the towing path embankment thereof, in Lucas and Henry counties, Ohio, commencing at the intersection of said Miami and Erie Canal in Providence township, Lucas county, Ohio, with the slack-water pool above the Providence dam in the Maumee river, and extending thence westerly, including the full width of said towing path embankment, a distance of seven thousand, nine hundred and forty-one (7,941) feet, more or less, to the west end