

This amendment has, however, made a change in that respect, and this omission from the statute as formerly existing seems quite harmonious with another clause which was added in the amendment, to wit, 'provided that the council of a village may, by ordinance, authorize the mayor and marshal to retain their legal fees in addition to their salaries.'

It is, of course, a well-settled rule of interpretation, well expressed by this court in *Board of Education of Hancock County vs. Boehm*, 102 Ohio St., 292, 131 N. E., 812, that:

'When an existing statute is repealed, and a new and different statute upon the same subject is enacted, it is presumed that the Legislature intended to change the effect and operation of the law to the extent of the change in the language thereof.'

Very important changes were therefore made by the amendment, but they apply only to ordinance cases, and, whereas formerly the mayor was entitled to hold fees in ordinance cases, the matter is now placed as to villages under the entire control of the village council."

Analyzing the above language, it is apparent that the first part of Section 4270 applies solely to ordinance cases and the latter portion to state cases. Hence it would seem that there is no inhibition placed against retention of fees in civil cases by the mayor and marshal, and I find no other section of the General Code regulating the disposition of such fees.

In view of the foregoing, I am of the opinion that the mayor and marshal of a village may retain fees in civil cases tried by the mayor of such village, for their own use.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1432.

DISAPPROVAL, LEASE TO LAND OF R. B. COCHRANE, IN THE CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO, FOR USE OF THE DEPARTMENT OF AGRICULTURE.

COLUMBUS, OHIO, January 20, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease in duplicate executed by one R. B. Cochrane, by which there is leased and demised to the Department of Agriculture of the State of Ohio, for the term of one year, a certain vacant lot on the east side of South Third street in the city of Columbus, Ohio, the same being the first vacant lot north of East Main street in said city.

As above indicated, the named lessee in said lease is "The Department of Agriculture of the State of Ohio." Inasmuch as the Department of Agriculture is not a legal entity, separate and apart from the director of said department, it is suggested that said lease be corrected by inserting the words, "Perry L. Green, Director of," immediately before the words, "The Department of Agriculture of the State of Ohio."

The lease, as submitted, purports to be signed by the lessor, R. B. Cochrane. By some inadvertence or mistake said lessor placed his signature on the line reserved in the deed form for the signature of the notary public, and said lease should again

be signed by Mr. Cochrane on the line reserved in the deed form for his signature. His signature should also be properly witnessed by two persons.

When the corrected lease is again submitted to this department for approval, you will likewise submit therewith some certificate or memorandum showing that there are sufficient balances in some proper appropriation account to pay the rent reserved in this lease. Said lease is herewith returned for the corrections above indicated.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1433.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND PITTSBURGH-DES MOINES STEEL COMPANY, PITTSBURGH, PA., FOR CONSTRUCTION OF NEW WATER LINES FOR OHIO SOLDIERS' AND SAILORS' ORPHANS' HOME, XENIA, OHIO, AT AN EXPENDITURE OF \$26,800.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, January 20, 1930.

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

DEAR SIR:—There has been submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Ohio Soldiers' and Sailors' Orphans' Home, Xenia, Ohio, and Wm. H. Jackson, Geo. A. Smith and Ruth H. Jackson, doing business as Pittsburgh-Des Moines Steel Company of Pittsburgh, Pa. This contract covers the construction and completion of contract for new water lines for the Ohio Soldiers' and Sailors' Orphans' Home, Xenia, Ohio, and calls for an expenditure of twenty-six thousand eight hundred dollars (\$26,800.00).

There has been 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. There has also been submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 11 of House Bill No. 510 of the 88th General Assembly. In addition, there has been submitted a contract bond upon which the Southern Surety Company of New York appears as surety, sufficient to cover the amount of the contract.

There has further been submitted evidence indicating that plans were properly prepared, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the law relating to the status of surety companies and the workmen's compensation act have been complied with. The Secretary of State has furnished the certificate showing that the above foreign partnership has designated him as its agent for the purpose of accepting service of summons in any action brought under the provisions of Section 2316 of the General Code, or under the provisions of the workmen's compensation law.

Finding said contract and bond 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.