

I know of no reason why the same principle would not apply to contracts for the purchase of supplies or any other contract made with the wife or husband of a member of a board of education.

My predecessor reached a similar conclusion in an opinion reported in Opinions of the Attorney General for 1927, at p. 2089, where it is held:

“The relation of husband and wife is such that the relation alone does not engender an interest of the husband in the contracts of the wife, and where a county sheriff contracts with his wife for the furnishing of meals to the prisoners in the county jail, to be paid for from county funds, he does not thereby become interested in a contract for the purchase of supplies for the use of the county, in violation of Section 12910, General Code. Nor can he be said thereby to secure a private personal profit out of the feeding of the prisoners confined in the jail.”

I am, therefore, of the opinion, in specific answer to your question, that a contract made by a board of education with the husband or wife of a member of the board for the transportation of pupils, for janitor service, for repairs or supplies, or for any other purpose, is a valid contract and the making of such contract does not constitute a violation of Section 4757, General Code, by the husband or wife board member who participates in the making thereof.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1940.

APPROVAL, BONDS FOR THE FAITHFUL PERFORMANCE OF THEIR
DUTIES—H. P. CHAPMAN, AS CHIEF ENGINEER OF CONSTRUCTION
—KENT E. WEDEKIND, AS RESIDENT DISTRICT DEPUTY DIRECTOR.

COLUMBUS, OHIO, June 4, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted a bond in the penal sum of \$5,000, upon which the name of H. P. Chapman appears as principal and the name of the Union Indemnity Company appears as surety, conditioned for the faithful performance of the duties of the principal as Chief Engineer of Construction of your department.

You have also submitted a bond in the penal sum of \$5,000, upon which the name of Kent E. Wedekind appears as principal and the name of Commonwealth Casualty Company appears as surety, conditioned for the faithful performance of the duties of the principal as Resident District Deputy Director assigned to Ottawa County.

Finding said bonds to have been executed in proper legal form, I have accordingly endorsed my approval thereon as to form and return the same herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.