

of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute a valid and legal obligation of said city.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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898.

BOARD OF TRUSTEES MAY NOT BUILD HOUSE FOR PRESIDENT ON CAMPUS OF KENT STATE UNIVERSITY.

*SYLLABUS:*

*Senate Bill No. 348, or what is now Section 7923-1 of the General Code of Ohio, does not authorize the Board of Trustees of Kent State University to build a house for the President on the campus of Kent State University.*

COLUMBUS, OHIO, July 22, 1937.

HON. J. C. ENGLEMAN, *President, Kent State University, Kent, Ohio.*

MY DEAR PRESIDENT ENGLEMAN: This will acknowledge receipt of your recent communication which reads as follows:

"The Board of Trustees of Kent State University, in meeting here June 11th, by formal vote directed me to ask you for an opinion on the following question:

Does Senate Bill No. 348, 'A bill to authorize the Board of Trustees of Kent State University to construct and operate buildings as dormitories,' apply to the building of a house for the President on this campus? The bill reads as follows:

'That the Board of Trustees of Kent State University is hereby authorized to construct, equip, maintain, and operate upon sites within the campus of Kent State University as it may designate therefor, buildings to be used as dormitories for students and members of the faculty and servants of Kent State University, and to pay for same out of any funds in its possession derived from the operation of any dormitories under its control, or out of funds borrowed therefor, or out of funds appropriated therefor by the general assembly of Ohio, or out of funds or property received by it by gift, grant, legacy, devise,

or otherwise, for such purpose, and to borrow funds for such purposes upon such terms as it may deem proper, and to issue notes or other written instruments evidencing such indebtedness, provided, however, that such indebtedness shall not be a claim against or a lien upon any property of the State of Ohio or any property of or under the control of the board of trustees of Kent State University excepting such part of the receipts of the operation of any dormitories under its control as the said board of trustees of Kent State University may pledge to secure the payment of any such indebtedness.'

If, in your opinion, the provisions of the bill just quoted will apply to the building of a house for the use of the President of the University, the Board here will doubtless wish to take advantage of such a privilege under the law.

The Board wishes your opinion further on the proposal to pledge the whole or any needed part of the rent of a president's house to secure the payment of indebtedness incurred in building such a house under the provisions of this act."

It is to be observed from a reading of this act, that in plain, clear and unambiguous language it authorizes the Board of Trustees of Kent State University to construct, equip, maintain and operate upon sites within the campus of Kent State University, "*buildings to be used as dormitories for students and members of the faculty and servants of Kent State University.*" The meaning of the language used is obvious and plain and leaves no room for ambiguity or doubt. It clearly shows an intention on the part of the Legislature to authorize the construction, equipment, maintenance and operation of buildings to be used as dormitories.

It is a fundamental principle of law that in interpreting and construing statutes, the intent of the legislature which enacted the law must be determined from the language used. If the language of the statute is plain, clear and unambiguous so that no doubt arises as to its meaning from the language contained therein, there is no occasion for resorting to rules of construction or interpretation.

It is stated in 37 O. J., page 517, Section 279:

"There is no occasion for resorting to rules of statutory interpretation if the language of the statute is plain and unambiguous and conveys a clear and definite meaning. Therefore, where the statute on its face is free from ambiguity, it is the established policy of the courts to avoid giving it any other construction than that which its words demand. Indeed, it is

not permissible to make an interpretation contrary to the plain and express words of the instrument, the meaning of which the general assembly must be credited with understanding. To the contrary, the plain provisions of the statute must control."

This principle of law was enunciated by our Supreme Court in the case of *Slingluff et al. vs. Weaver et al.*, 66 O. S., 621, when it said:

"But the intent of the lawmakers is to be sought first of all in the language employed, and if the words be free from ambiguity and doubt, and express plainly, clearly and distinctly the sense of the lawmaking body, there is no occasion to resort to other means of interpretation. The question is not what did the general assembly intend to enact, but what is the meaning of that which it did enact. That body should be held to mean what it has plainly expressed, and hence no room is left for construction."

There is no possible manner in which the meaning of the words contained in the act, to wit: "buildings to be used as dormitories for students and members of the faculty and servants" can be construed or interpreted to include a house for the president. Although a house or home may be termed as a building, a house or home for the president of a university cannot be termed or included within the meaning of the word "dormitory." The common and ordinary significance of the word "dormitory" which is the English form of a Latin word, is, "a place for sleeping." In the case of *Hillsdale College vs. Alexander C. Rideoret et al.*, 82 Michigan, 94, at page 104, it was said:

"'Dormitory' is defined by lexicographers as 'a room, suite of rooms or building used to sleep in; a bedroom; sleeping quarters or sleeping house; a lodging-house.'"

The word is generally interpreted in its usual significance as a building which is used for a school *lodging-house* and wherein there are maintained sleeping quarters and a general dining-hall which is occupied by students or members of the faculty who pay a certain fixed rate for the accommodations offered.

That a "dormitory" for students, etc., is entirely different from a home for the president of a university can be seen from the following language contained in the case of *President and Fellows of Harvard College vs. Assessors of Cambridge*, 175 Mass., 145:

“The history of Harvard College and like institutions shows, we think, that from the beginning dormitories and dining halls have been furnished by the college for the use of the students, and have been regarded as devoted to college purposes. \* \*

The history of the college and of the legislation relating to it also shows, we think, that the president’s house, during the earlier years of the college at any rate, was regarded as almost, if not quite, as necessary for the purposes of the institution as dormitories and dining halls.”

The very words employed in authorizing the Board of Trustees to construct, equip, maintain and operate buildings to be used as dormitories, made the provisions of this act inapplicable to the building of a house for the president. The word “operate” is defined in Webster’s New International Dictionary, as:

“‘operate’—to superintend; to manage; to direct the affairs of;”

It would be consistent with common usage for the legislature to authorize the board of trustees of a university to construct, equip and maintain a home for the president of a university but not to authorize the board of trustees to operate a home for the president and his family. It is my opinion that the intention of the legislature was to authorize the trustees to construct and equip “buildings to be used as dormitories for students and members of the faculty and servants of Kent State University” and thereafter to maintain and operate said dormitories upon a self-sustaining basis. This thought was also expressed in an opinion rendered by a former Attorney General, in *Opinions of the Attorney General for 1915, Vol. I, page 35*, where it was said at page 36:

“I am, however, of the opinion that while dormitories are a part of the educational plant and service, yet a distinct separation of such activities from the regular educational activities of the institution may be noted. I think that it is the intention of the legislature in authorizing the maintenance of dormitories, that the same shall be conducted upon a self-sustaining basis \* \* that it is the intention that the revenues of the dormitories and dining rooms themselves, shall maintain them.”

The legislature knew or was charged with the knowledge that authorizing and constructing, equipping, maintaining and operating buildings to be used as dormitories for students and members of the faculty and

servants does not include building a house for the president. Had the legislature intended, it could have made provision for authorizing the building of such house. Not having done so, it is not within the province of the Attorney General to construe or interpret the law otherwise than he finds it.

Therefore, in specific answer to your first question it is my opinion: that, Senate Bill No. 348, does not authorize the Board of Trustees of Kent State University to build a house for the President on the campus of Kent State University.

Your first question having been answered in the negative, it therefore removes your second question from being considered.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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899.

APPROVAL—BONDS OF CITY OF EUCLID, CUYAHOGA  
COUNTY, OHIO, \$3,000.00.

COLUMBUS, OHIO, July 22, 1937.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*  
GENTLEMEN:

RE: Bonds of City of Euclid, Cuyahoga County,  
Ohio, \$3,000.00.

The above purchase of bonds appears to be part of an issue of bonds of the above city dated October 1, 1932. The transcript relative to this issue was approved by this office in an opinion rendered to the Industrial Commission under date of November 20, 1935, being Opinion No. 4909.

It is accordingly my opinion that these bonds constitute a valid and legal obligation of said city.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*