

on a jury. His absence in either case is not of his own choosing and is not such as would justify the board of education in canceling his contract on account of such absence.

I am therefore of the opinion, in specific answer to your question that, a teacher in the public schools, under contract for a definite time, is entitled to the payment of his regular salary for the time he is absent from duty on account of his being required to serve on a jury.

Respectfully,
GILBERT BETTMAN,
Attorney General.

4208.

APPROVAL, NOTES OF ORANGE VILLAGE SCHOOL DISTRICT, CUYA-HOGA COUNTY, OHIO—\$10,000.00.

COLUMBUS, OHIO, March 30, 1932.

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

4209.

TREASURER OF STATE—PUBLIC FUNDS—UNAUTHORIZED TO EXPEND SUCH FOR FORGERY INSURANCE—OPINION NO. 4054, 1932, DISCUSSED AND AFFIRMED.

SYLLABUS:

Opinion No. 4054, concerning authority of Treasurer of State to insure against loss by forgery of state warrants, reconsidered and affirmed.

COLUMBUS, OHIO, March 30, 1932.

HON. HOWARD L. BEVIS, *Director of Finance, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your request for opinion, with which you enclose copy of opinion No. 4054, and call my attention to certain items set forth in the Appropriation Act, enacted by the 89th General Assembly, as follows:

“The appropriation act for the current biennium, page 14, carries an appropriation to the Secretary of State, under H-7, Insurance, of \$8,500.00 for 1931 and \$8,800.00 for 1932. The same act, on page 20, carries an appropriation to the Treasurer of State, under H-7, Insurance, of \$8,395.00 for 1931 and \$2,165.28 for 1932. This act also on page 84, appropriates to the Department of Industrial Relations, under H-7, Insurance, \$2,108.00 for 1931, and \$973.00 for 1932.”

You further call my attention to the language appearing in the second paragraph on page four, of said opinion, which language is as follows: