

3308.

APPROVAL—RENTAL AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS WITH L. E. KINN, SECOND FLOOR SPACE IN BUILDING, 109-111 SOUTH ARCH STREET, CITY OF FOSTORIA, SENECA COUNTY, OHIO, USE, OHIO UNEMPLOYMENT COMPENSATION COMMISSION, MONTHLY RENTAL, \$50.00.

COLUMBUS, OHIO, December 1, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a rental agreement, so-called, and a lease providing for the rental to the State of Ohio of certain premises in the City of Fostoria, Seneca County, Ohio, which are owned of record by L. E. Kinn, and which are further described as being second floor space in building at 109-111 South Arch Street in said city, containing approximately 800 square feet, use of Ohio Unemployment Compensation Commission.

This rental agreement covers the rent for said premises from the first day of November, 1938, to and including the 31st day of December, 1938, at a monthly rental of \$50.00, while the lease executed by said L. E. Kinn of even date therewith covers the rental of said premises for a period of two years from and after January 1, 1939, at a monthly rental of \$50.00 payable in quarterly installments of \$150.00 each.

By a provision incorporated in this rental agreement and lease, these instruments are made a single contract covering the rental of the above described premises for the aggregate term or period herein noted. And as is required in all cases where contracts for current expenses on behalf of the State extend beyond the biennium in which such contracts are made, this rental agreement and lease and the rental therein provided for are conditioned upon an appropriation made or to be made by the legislature.

Inasmuch as the aggregate term covered by this rental agreement and accompanying lease is less than three years, no attestation of witnesses or acknowledgment by the lessor or lessee of these instruments was or is necessary. And since I find that this lease has been properly executed by the lessor and has been taken and accepted by you as Director of Public Works under the authority conferred upon you by Section 154-40, General Code, as is evidenced by your signature on these instruments, the rental agreement and lease above referred to are hereby approved.

Accompanying this rental agreement and lease is contract encumbrance record No. 48 which has been properly executed and which shows available moneys, otherwise unencumbered, in the amount of \$75.00 for the payment of the rent of these premises from November 16, 1938, to December 31, 1938, at the monthly rate provided for in these instruments. This, in my opinion, is a sufficient compliance with the provisions of Section 2288-2, General Code. I am accordingly approving said rental agreement and lease as to legality and form, and both of these instruments are herewith returned.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3309.

APPROVAL—RENTAL AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, WITH ALVA BRADLEY, TRUSTEE, ESTATE OF M. A. BRADLEY, USE, OHIO UNEMPLOYMENT COMPENSATION COMMISSION, FIRST, SECOND AND THIRD FLOORS OF BUILDING, 1242 WEST THIRD STREET, CLEVELAND, OHIO, MONTHLY RENTAL, \$1400.00.

COLUMBUS, OHIO, December 1, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a rental agreement, so-called, and a lease executed by the estate of M. A. Bradley, by the hand of Alva Bradley, trustee of said estate, to the State of Ohio, for the use of the Ohio Unemployment Compensation Commission. The rental agreement above referred to provides for the rental of certain premises owned by said trust estate in the city of Cleveland, Cuyahoga County, Ohio, which premises are more particularly described as being the first, second and third floors of a building known as 1242 West Third Street, Cleveland, Ohio, containing approximately 14,000 square feet of floor space on each floor, or a total of 42,000 square feet on the three floors. This rental agreement covers the rental of the above described premises for the period of time between the 15th day of November, 1938, and the 31st day of December, 1938, at a monthly rental of \$1400.00. By the lease above referred to, the premises above described are leased and demised to the State of Ohio for a period of two years from the 1st day of Janu-