

Inasmuch as there is no obligation to re-hire a teacher after the expiration of the term covered by her contract of hire there of course is no way for the teacher to force the school board to re-hire her or to pay her any compensation other than what her former contract had called for. As no obligation exists to re-hire a teacher after the term of her employment has expired it would be an illegal expenditure of public funds on the part of a board of education to pay the teacher any extra compensation beyond what her contract called for.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4701.

PRISONER—CONVICTED OF SEVERAL OFFENSES—SENTENCES RUN CONSECUTIVELY UNLESS CONTRARY INTENTION EXPRESSED BY COURT.

SYLLABUS:

Where several sentences are imposed for separate and distinct offenses after conviction thereof on several counts in the same indictment, the sentences run consecutively unless a contrary intention is expressed by the trial court in its judgment.

COLUMBUS, OHIO, October 24, 1932.

HON. ELMO M. ESTILL, *Prosecuting Attorney, Millersburg, Ohio.*

DEAR SIR:—This will acknowledge your letter of recent date which reads as follows:

“A defendant in a criminal case was convicted on eight separate counts of forgery of United States Treasury Bonds, under Section 13096, General Code, and was sentenced by the Common Pleas Court on each of these eight counts. All eight sentences of the Court were alike and the following is the sentence on the first count,

‘It is therefore the judgment and sentence of the Court upon the first count of the indictment that you the defendant _____, pay to the State of Ohio a fine of Three Hundred Dollars and that you be imprisoned in the Penitentiary of this State, at Columbus, Ohio, and be kept at hard labor, no part of said time to be kept in solitary confinement until legally discharged for the general term provided by law under Section 13096 of the General Code of Ohio.’

It was the intention of the Court that the defendant in this case should serve the eight sentences consecutively, however, the record is silent on that matter.

Under these facts, would these eight separate sentences of the Court operate cumulatively or consecutively?”

Your inquiry raises the question of whether the particular sentences imposed by the trial court run concurrently or consecutively. According to your letter, the trial court did not expressly provide that each of the said sentences was to

run concurrently or consecutively. It is a general rule of law that, where a court in imposing several sentences on a person convicted of several crimes fails to state whether the same are to be served concurrently or cumulatively, there is a presumption that the several sentences are to be served concurrently. See 16 C. J. 1307; *State vs. McKeller*, 67 S. E. 314; *United States vs. Patterson*, 29 Fed. 775; 8 R. C. L. 242; and 7 L. R. A. (N. S.) 126—Note.

The Supreme Court of Ohio in the case of *Anderson vs. Brown*, 117 O. S. 393, did not follow the weight of authority that, when the record is silent as to how several sentences imposed upon the same individual are to be served, there is a presumption that the court intended that the several sentences are to be served concurrently. The court in the second paragraph of the syllabus held that:

“Where the record is silent as to whether two or more sentences of imprisonment or fines on the same individual are to be executed cumulatively, the presumption obtains that the sentencing court intended that the prisoner should serve the full aggregate of all imprisonments or pay the full aggregate amount of all fines, or that the same should be covered by the credit allowance thereon, as provided in Section 13717, General Code. (*Williams vs. State*, 18 Ohio St., 46, approved and followed.)

Under the rule of law announced in the case of *Anderson vs. Brown*, *supra*, the sentences imposed by the trial court in the case referred to by you in your letter must be presumed to run consecutively.

It is therefore my opinion that, where several sentences are imposed for separate and distinct offenses after conviction thereof on several counts in the same indictment, the sentences run consecutively unless a contrary intention is expressed by the trial court in its judgment.

Respectfully,
GILBERT BETTMAN,
Attorney General.

4702.

BANK—OHIO SAVINGS BANK OF TOLEDO—PLAN OF REOPENING
APPROVED.

SYLLABUS:

The plan for the reopening of The Ohio Savings Bank and Trust Company, Toledo, Ohio, discussed and approved.

COLUMBUS, OHIO, October 24, 1932.

HON. I. J. FULTON, *Superintendent of Banks, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your communication which reads as follows:

“There has been submitted to the undersigned a plan for the reopening of The Ohio Savings Bank and Trust Company, Toledo, Ohio,