

or not a contract for the schooling exists between the two boards. That is to say, if they attend any other school, only so much of their tuition will be paid by the Auglaize Township Board in the other school as would be paid by the board if they attended the Brown Township School.

The law is not so clear with reference to the payment of transportation under those circumstances, if the pupil elects to attend another school than the one to which he is assigned. As before stated, the board is not required to transport any high school pupils, unless ordered to do so by the county board. Apparently, the Auglaize Township Board has elected, of its own accord, to transport all the high school pupils to the Oakwood School, and having done so, it is my opinion that it would be guilty of unjust discrimination, and thus of an abuse of discretion to refuse to furnish equal facilities to those who choose to attend another school. The law seems to indicate that transportation shall be furnished to pupils attending another school than the one to which they are assigned to the same extent it is furnished to those who attend the school to which they are assigned by stating that when a high school pupil attends a high school other than that to which he has been assigned:

“The transportation and tuition shall be based on the cost of the transportation and tuition incident to attendance at the school to which they shall have been assigned.”

In specific answer to your questions, therefore, I am of the opinion:

1. In the event any of the Auglaize Township School pupils elect to attend the Defiance High School, the tuition which the Auglaize Township Board must pay for such pupils is limited to the amount it would pay if the pupil attended the Oakwood School.

2. If any of the Auglaize Township District pupils choose to attend Defiance High School, the Auglaize Township Board is obligated to pay so much of the cost of transportation to said Defiance High School as it would cost to transport the pupil to the Oakwood School.

Respectfully,

GILBERT BETTMAN,

Attorney General

2350.

APPROVAL, LEASE TO THE OHIO FUEL GAS COMPANY, COLUMBUS, OHIO, FOR RIGHT TO LAY DOUBLE GAS PIPE LINE ACROSS THE ABANDONED HOCKING CANAL IN BERNE TOWNSHIP, FAIRFIELD COUNTY, OHIO, AND ACROSS THE ABANDONED OHIO CANAL IN LIBERTY TOWNSHIP, FAIRFIELD COUNTY, OHIO.

COLUMBUS, OHIO, September 16, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease in triplicate executed by you as Superintendent of Public Works and as Director of said department by which there is leased and granted to the Ohio Fuel Gas Company of Columbus, Ohio, for a term of fifteen years and for an annual rental of \$24.00 the right to lay and maintain a double gas pipe line across the abandoned Hocking Canal in Berne Township, Fairfield County, Ohio, and across the abandoned Ohio Canal

in Liberty Township, Fairfield County, Ohio, at points on said abandoned canals more particularly described in said lease.

Upon examination of said lease, I find the same has been properly executed and that the same as to its form and provisions is in conformity with the provisions of Sections 13965, et seq., of the General Code, and other related statutes applicable in the consideration of leases of this kind. Said lease is, accordingly, approved by me as to legality and form as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned to you.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2351.

APPROVAL, LEASE BETWEEN DEPARTMENT OF PUBLIC WORKS AND THE DAYTON POWER AND LIGHT COMPANY, DAYTON, OHIO, FOR RIGHT TO ERECT POLES AND SUPPORTING ANCHOR ON EASTERLY EMBANKMENT OF THE ABANDONED MIAMI AND ERIE CANAL LANDS IN VAN BUREN TOWNSHIP, MONTGOMERY COUNTY, OHIO.

COLUMBUS, OHIO, September 16, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval a certain lease in triplicate by which you, as Superintendent of Public Works and as Director of said department, have leased and granted to the Dayton Power and Light Company of Dayton, Ohio, for a term of fifteen years and for an annual rental of \$10.00 the right and permission to erect and maintain three poles and one supporting anchor on the easterly embankment of the abandoned Miami and Erie Canal lands opposite Stations 9720, 9721-30 and 9722-50 of the H. C. Baldwin survey of said canal, in Van Buren Township, Montgomery County. From the provisions of said lease, it appears that the same has been granted subject to the provisions of a prior lease now owned and held by one Gustav E. Heinrich, executed by your department under date of May 18, 1927, and that said poles and anchor are to be erected, constructed and maintained with the consent of said Gustav E. Heinrich.

Upon examination of said lease, I find that the same has been properly executed and that the form and provisions of said lease are such as to conform with the provisions of Sections 13965, et seq. and other sections of the General Code applicable in the consideration of leases of this kind.

Said lease is, accordingly, approved by me as to legality and form as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.