factory to you, your determination may be made in reliance thereon. It has been held that an extradition warrant is not impaired because a hearing was held before the Governor's private secretary and not before the Governor.

Flournoy vs. *Owens,* 310 Mo. 355.
Ex Parte Pelinski, 213 So. W. 809.

I may point out that the issuance of the warrant prescribed by Section 113 of the Code, supra, is followed by a hearing in the Supreme Court, Court of Appeals or Common Pleas Court, the details of which are prescribed by Sections 114 and 115 of the Code. Since these sections are not of importance to your inquiry, I need not quote them. It should be stated, however, that these sections provide for a hearing at which the accused is entitled to be present and to be heard.

In view of what has been said, and by way of specific answer to your inquiry, I am of the opinion that the Governor, upon receipt of a demand from the chief executive authority of another state for extradition of a person found within the jurisdiction of this state, may properly delegate to a subordinate in his office the authority to hear matters relating to such extradition and report to him, and, if satisfied from such report, may take action thereon. The final action of issuing the warrant to the sheriff, as prescribed by Section 113 of the General Code, or refusing extradition, as the case may be, must, of course, be the personal act of the Governor and cannot be delegated.

Respectfully,
GILBERT BETTMAN,
Attorney General.

32.

APPROVAL, WITH CONDITIONS, LEASE TO PREMISES AT 961 SOUTH HIGH STREET, COLUMBUS, OHIO—ANNA E. SWINGLE.

COLUMBUS, OHIO, January 28, 1929.

HON. H. H. GRISWOLD, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date submitting for my examination and approval a certain lease in triplicate executed by one Anna E. Swingle, leasing and demising to the State of Ohio certain premises situated at Number 961 South High Street, Columbus, Ohio, for a term of six months from the first day of January, 1929.

The only question of any consequence that is suggested on the examination of said lease is one arising out of the renewal clause in said lease, which reads as follows:

> "Said lease subject to renewal after June 30, 1929, at the option of the State of Ohio, by its proper representatives, upon the same rental and upon the same terms and conditions as heretofore mentioned herein."

It will be noted that said renewal clause does not specify the term of such renewal and when the same shall begin and end, other than as the term of such renewal may be inferred from the provision of said renewal clause that such renewal lease shall be upon the same rental and upon the same terms and conditions "as heretofore

mentioned herein." As to this, however, it seems that the word "renewal" in and of itself imports a new lease on the same terms and for the same length of time as that in which it is contained, but without any covenant for a further extension. *Gardella* vs. *Greenburg*, 242 Mass. 405. I am of the opinion, therefore, that the renewal clause of this lease secures for the State of Ohio, at its option, the right to a renewal of said lease for a period of six months, commencing July 1, 1929, upon the same terms and conditions provided for in this lease, but without any right upon the part of the State of Ohio to any further renewal thereof. If it is your desire, therefore, to have continued renewals of said lease for terms of six months each, at the option of the state, through its proper representatives, provision therefor should be made in this lease; as the lease as now drawn only secures for the state the right to one renewal.

Finding said lease to be otherwise in proper form and properly executed, the same is hereby approved subject to the questions above suggested and discussed.

Said lease in triplicate is herewith enclosed; if it is your desire to secure for the State of Ohio, the right of one renewal of said lease only, at its option, said lease should be returned to this department in order to secure my formal endorsement of approval on said lease and the copies thereof; otherwise said lease will have to be rewritten in order to provide for the right to subsequent renewals.

Respectfully,
GILBERT BETTMAN,
Attorney General.

33.

CONTRACT—ADDITIONS TO PUBLIC BUILDINGS—LIABILITY ATTACHES UPON APPROVAL OF ATTORNEY GENERAL—WHEN APPROPRIATIONS OF 87TH GENERAL ASSEMBLY LAPSED.

SYLLABUS:

1. *The appropriations by the 87th General Assembly, House Bill No. 502, for additions and betterments to the Department of Public Welfare, by reason of the provisions of Section 1 of said Appropriation Bill, may not be expended for liabilities incurred subsequent to December 31, 1928.*

2. *No valid contract for such improvement, the aggregate cost of which exceeds three thousand dollars, can be lawfully entered into until the Attorney General, under the provisions of Section 2319 of the General Code, has certified his approval on the contract and bond. It follows that no liability is incurred under said contract until such approval is made.*

COLUMBUS, OHIO, January 28, 1929.

HON. H. H. GRISWOLD, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—You recently submitted two communications in reference to the availability of funds appropriated for additions and betterments to the Department of Public Welfare by the 87th General Assembly. The first of said communications reads:

"The 87th General Assembly by H. B. 502 made certain appropriations for various institutions under the control of this Department. In each case