

2750.

APPROVAL, LEASE TO ROOMS ON EAST GAY STREET, COLUMBUS, OHIO, FOR USE OF THE OHIO BUREAU OF AERONAUTICS.

COLUMBUS, OHIO, December 30, 1930.

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

DEAR SIR:—You have submitted for my approval a lease between Arthur I. Vorys, Lowry F. Sater, Evelyn O. Seymour and Helen B. Pease, lessors, and yourself as Superintendent of Public Works, for the Ohio Bureau of Aeronautics, as lessee. This lease grants to said lessee the use of the property known as Rooms 202, 203 of 52 East Gay Street, Columbus, Ohio, for a term of one year beginning November 8, 1930, at the monthly rental of fifty dollars (\$50.00).

Upon examination of the documents submitted with said lease, I find that the suggestions pointed out in my disapproval Opinion No. 2731, addressed to you under date of December 29, 1930, have been followed, and I am consequently approving the lease and returning to you herewith all the papers submitted.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2751.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE DAYTON MORGAN ENGINEERING COMPANY FOR SURVEYS OF BED AND BANKS OF PORTION OF TUSCARAWAS RIVER AT AN EXPENDITURE OF \$5,000.00.

COLUMBUS, OHIO, December 30, 1930.

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

DEAR SIR:—You recently submitted for my examination and approval a certain contract in triplicate, entered into by and between yourself, as superintendent of the public works of the State of Ohio, and the Dayton Morgan Engineering Company, by which in consideration of the sum of five thousand dollars to be paid to said company, it contracts and agrees to make surveys of the bed and banks of that portion of the Tuscarawas River that lies between the north line, produced, of the city of Dover, in Tuscarawas County and the head waters of the Tuscarawas River in Stark County, Ohio.

With the exception of the territory to be covered by said survey, the contract here in question is substantially the same as to its terms and provisions as the contract which you entered into with said company under date of August 26, 1930, which was approved by this office in Opinion No. 2297, directed to you under date of September 5, 1930.

In view of what was said by me in the former opinion above referred to and in an earlier opinion, No. 2259, directed to you under date of August 23, 1930, where the questions suggested by contracts of this kind were discussed at some length, I do not deem it necessary to discuss in this opinion the provisions of this contract or any of the legal questions suggested thereby.

Following the conclusions reached in said former opinions and finding that this contract has been properly executed by yourself, as the superintendent of the