

a certain lease executed by The Pure Oil Company, an Ohio corporation, in and by which there are leased and demised to the State of Ohio, acting through you as Director of the Department of Public Works, certain premises for the use of the Division of Aid for the Aged, Department of Public Welfare.

By this lease, which is one for a term of two years and one month commencing on the 1st day of December, 1936, and which provides for a monthly rental of \$14.00, there are leased and demised to the State for the use of the Division of Aid for the Aged, Department of Public Welfare, two office rooms in The Pure Oil Building located at the corner of South and Sugartree Streets, Wilmington, Ohio.

This lease has been properly executed by The Pure Oil Company, the lessor, by the hands of its Vice-President and Assistant Secretary, duly authorized in the premises, and has been accepted by the State of Ohio, as lessee, acting through you as Director of the Department of Public Works. I likewise find that this lease and the provisions thereof are in proper form.

The lease is accompanied by contract encumbrance records Nos. 7 and 14, which have been executed in proper form and which show that there are unencumbered balances in the appropriation account sufficient in amount to pay the monthly rentals under this lease for the months of March, April, May and June, 1937. This is a sufficient compliance with the provisions of Section 2288-2, General Code. This lease is accordingly approved by me and the same is herewith returned to you.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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744.

APPROVAL—BONDS OF CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO—\$100,000.00.

COLUMBUS, OHIO, June 16, 1937.

*The Industrial Commission of Ohio, Columbus, Ohio.*

GENTLEMEN:

RE: Bonds of City of Columbus, Franklin County, Ohio,  
\$100,000.00.

I have examined the transcripts of proceedings relative to the above

bonds purchased by you. These bonds comprise parts of two issues of bonds—one in the aggregate amount of \$598,600 of an authorized aggregate of \$3,377,600, relief, sanitary and storm sewer fund No. 1 bonds, dated February 1, 1936, as of December 15, 1933, bearing interest at the rate of  $2\frac{3}{4}\%$  per annum; the other part of an aggregate of \$186,000 of an authorized aggregate \$400,000, Main Street bridge fund No. 1 bonds, dated February 1, 1936, as of May 1, 1934, bearing interest at the rate of  $2\frac{3}{4}\%$  per annum.

From this examination, in the light of the law under authority of which these bonds have been authorized, I am of the opinion that bonds issued under these proceedings constitute a valid and legal obligation of said city.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

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745.

EXCLUSIVE EMPLOYMENT OF UNION LABOR IS UNCONSTITUTIONAL—LABOR CONTRACTS, LAWFUL, WHEN—COLLECTIVE BARGAINING, GOVERNMENT MAY NOT—COUNTY ENGINEERS MAY NOT CONTRACT TO USE UNION LABOR EXCLUSIVELY—SUCH CONTRACT VOID.

*SYLLABUS:*

*Exclusive employment of union labor on public work is an unconstitutional class distinction or discrimination. Although it is well established that labor contracts are lawful between private employers and their employes, such contracts are not similarly applicable to service of the government, and there is not the same basis of reason for collective bargaining between a government and its employes as there is in private enterprise. A contract by a county engineer to the effect that he would employ only teamsters, chauffeurs, stablemen, and helpers who are members of a local union, affiliated with an international brotherhood, is contrary to the constitutional principle which has thus far prevailed; hence it is beyond the authority of the engineer and is void.*

COLUMBUS, OHIO, May 17, 1937.

HON. PAUL D. REAGAN, *Prosecuting Attorney, Warren, Ohio.*

DEAR SIR: This is in answer to your recent inquiry which reads as follows: