

the authority granted by Sections 121 and 211 of the municipal code (66 Ohio L. 170, 184), is not entitled to wages during the period of such suspension, notwithstanding the council afterward declared the cause of suspension insufficient."

In the opinion of the court at p. 23, it is said:

"Offices are held, in this country, neither by grant nor contract, nor has any person a vested interest or private right of property in them."

The foregoing principle is apparently no longer recognized in Ohio since the decision by the Supreme Court in the case of *Cleveland vs. Luttner*, 92 O. S. 493. In this case, the court definitely established the principle that in this state the obligation to pay the legal compensation to a public officer is contractual in its nature. In the per curiam opinion in which the majority of the court concurred, the following language is used:

"A public officer is a public servant, whether he be a policeman of a municipality or the president of the United States. His candidacy for appointment or election, his commission, his oath, in connection with the law under which he serves, and the emoluments of his office constitute the contract between him and the public he serves."

Since a public officer's salary is one of the elements of the contract between him and the public he serves, it must follow that a judgment against a municipality for salaries of the mayor and marshal is not a judgment based on non-contractual obligations such as may be paid by issuing bonds under Section 2293-3, General Code.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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1894.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE MELBOURNE CONSTRUCTION COMPANY, CANTON, OHIO, FOR CONSTRUCTION OF A COTTAGE AT THE MASSILLON STATE HOSPITAL, MASSILLON, OHIO, AT AN EXPENDITURE OF \$78,580.00—SURETY BOND EXECUTED BY THE STANDARD ACCIDENT INSURANCE COMPANY OF DETROIT, MICHIGAN.

COLUMBUS, OHIO, May 22, 1930.

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

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works for the Department of Public Welfare (Massillon State Hospital), and the Melbourne Construction Company, Canton, Ohio. This contract covers the construction and completion of General Contract for erection of a cottage at the Massillon State Hospital, as set forth in Item No. 1, Item No. 7 (alternate G-1), Item No. 11 (alternate G-5) of the Form of Proposal dated March 29, 1930, and calls for an expenditure of seventy-eight thousand five hundred and eighty dollars (\$78,580.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover

the obligations of the contract. You have also furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Standard Accident Insurance Company of Detroit, Michigan, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation Act have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

1895.

APPROVAL, ABSTRACT OF TITLE TO LAND OF H. C. FEYLER IN  
NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, May 22, 1930.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Ohio State University, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of even date herewith, submitting for my examination and approval a corrected abstract of title relating to the proposed purchase by the State of Ohio of a certain tract of 67 acres of land owned of record by one H. C. Feyler in Nile Township, Scioto County, Ohio, the title to which was the subject of Opinion No. 1835 of this office, directed to you under date of May 8, 1930, and in which said tract of land is more specifically described.

Upon examination of the corrected abstract of title submitted to me I find that the same contains additional information certified by the abstracter under date of May 17, 1930, which obviates the objection noted in said former opinion with respect to the V. J. Reinke mortgage on a tract of 164 acres of land in O. S. U. Lot No. 12 in said township and county, which included the tract of land here under investigation. Upon consideration of the additional information furnished with respect to said mortgage I find that the same is no longer a lien upon this property and the title of said H. C. Feyler in and to the same is hereby approved.

As noted in your communication the warranty deed executed by said H. C. Feyler and wife, encumbrance estimate No. 124 and other files submitted to me in connection with my examination of this title were approved in my former opinion above referred to.

I am herewith enclosing with my approval said corrected abstract of title which you will place with the other files relating to this purchase.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*