

Accompanying this rental agreement and lease is contract encumbrance record No. 48 which has been properly executed and which shows available moneys, otherwise unencumbered, in the amount of \$75.00 for the payment of the rent of these premises from November 16, 1938, to December 31, 1938, at the monthly rate provided for in these instruments. This, in my opinion, is a sufficient compliance with the provisions of Section 2288-2, General Code. I am accordingly approving said rental agreement and lease as to legality and form, and both of these instruments are herewith returned.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3309.

APPROVAL—RENTAL AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, WITH ALVA BRADLEY, TRUSTEE, ESTATE OF M. A. BRADLEY, USE, OHIO UNEMPLOYMENT COMPENSATION COMMISSION, FIRST, SECOND AND THIRD FLOORS OF BUILDING, 1242 WEST THIRD STREET, CLEVELAND, OHIO, MONTHLY RENTAL, \$1400.00.

COLUMBUS, OHIO, December 1, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a rental agreement, so-called, and a lease executed by the estate of M. A. Bradley, by the hand of Alva Bradley, trustee of said estate, to the State of Ohio, for the use of the Ohio Unemployment Compensation Commission. The rental agreement above referred to provides for the rental of certain premises owned by said trust estate in the city of Cleveland, Cuyahoga County, Ohio, which premises are more particularly described as being the first, second and third floors of a building known as 1242 West Third Street, Cleveland, Ohio, containing approximately 14,000 square feet of floor space on each floor, or a total of 42,000 square feet on the three floors. This rental agreement covers the rental of the above described premises for the period of time between the 15th day of November, 1938, and the 31st day of December, 1938, at a monthly rental of \$1400.00. By the lease above referred to, the premises above described are leased and demised to the State of Ohio for a period of two years from the 1st day of Janu-

ary, 1939, to and including the 31st day of December, 1940, at a rental which is at the rate of \$1400.00 per month payable in quarterly installments of \$4200.00 each.

By information furnished me aside from the provisions of said instruments here under consideration, I am advised that Alva Bradley is trustee of the estate of M. A. Bradley under the last will and testament of said M. A. Bradley, under which last will and testament Alva Bradley, as trustee, is authorized to execute lease instruments of this kind. In this situation and finding as I do that this lease has been accepted by you as Director of Public Works under the authority conferred upon you by Section 154-40, General Code, and that these instruments are in proper form, the same are hereby approved subject to the requirement that the provisions therein making these instruments one contract covering the rental of these premises from the 15th day of November, 1938, to and including the 31st day of December, 1940, and which were inserted in these instruments after their execution, are initialed by Mr. Bradley.

With the rental agreement and lease above referred to, you submit to me contract encumbrance record No. 42 duly executed by the Director of Finance under the authority of Section 2288-2, General Code, covering the rental of these premises from November 16, 1938, to December 31, 1938, inclusive, in the amount of \$2100.00; which sum of money, as appears from said contract encumbrance record, is available to pay the rental on said premises for the period of time therein indicated. This contract encumbrance record is, in my opinion, a sufficient compliance with the provisions of Section 2288-2, General Code, and said instruments are hereby approved subject only to the condition above referred to.

Respectfully,

HERBERT S. DUFFY,

Attorney General.