

under the circumstances you present should be paid out of the general health district fund as are other expenses of the board, in accordance with Section 1261-38, General Code.

In specific answer to your questions, therefore, it is my opinion that:

1. In the event of litigation between a district board of health of a general health district and a board of county commissioners of the county constituting all or a major part of such district, and the prosecuting attorney of such county elects to represent the board of county commissioners, such district board of health has implied power to employ legal counsel for such litigation.

2. Such counsel may be paid from any unappropriated funds in the general health district fund as are other expenses of the district board of health, in accordance with the provisions of Section 1261-38, General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3838.

APPROVAL, BONDS OF ROSS COUNTY, OHIO—\$20,000.00.

COLUMBUS, OHIO, December 10, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3839.

APPROVAL, LEASE FOR RIGHT TO TAKE WATER FROM OHIO CANAL SOUTH OF THE CITY OF CLEVELAND, OHIO, FOR PURPOSE OF OPERATING MILLS AND PLANT OF COMPANY—THE AMERICAN STEEL AND WIRE COMPANY.

COLUMBUS, OHIO, December 10, 1931.

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

DEAR SIR:—This is to acknowledge the receipt of your communication to me under date of December 5, 1931, in which you submit for my examination and approval a certain lease in triplicate executed by you as superintendent of public works and as director of said department, by which there is leased and demised to The American Steel and Wire Company, a corporation, a portion of the northern division of the Ohio Canal between Station 777 and Station 72+85.6 of G. F. Silliman's survey of the Ohio Canal south of the city of Cleveland, Ohio, together with the right of The American Steel and Wire Company to take from the portion of the canal so leased, such amount of surplus water therein as may be needed by said company for power and other purposes in the operation of the mills and plant of the company which are located on lands contiguous to the canal.

The lease of the canal lands between the points above designated is for a term of fifteen years, commencing on the first day of May, 1932, with an option