

fer, by the county commissioners to a board of trustees, of full control and management of the memorial and authorizing the latter board to lease any portion of the memorial building and apply the income received therefrom toward the maintenance of such building and authorizing them to receive any proper contributions or donations and to receive and disburse such funds as the county commissioners shall contribute for the equipment and maintenance of said building.

I am unable to find in any of the said sections and supplemental sections any provision which authorizes either the county commissioners or the trustees of the memorial building, to use public funds to pay off a promissory note that was negotiated by one of the donors to the original construction fund. To my mind, the obligation clearly is not a county obligation. While the proceeds of the note may have been and no doubt were used to construct the memorial building, yet the source of the money donated imposes no obligation on the donee thereof to pay the bank who loaned it to the donor.

No specific provision having been made in the statutes to which you refer to take care of such indebtedness and being unable to find any provision in any of the other statutes germane to the subject, I am of the opinion that the county commissioners are without power to transfer any funds to the board of trustees of the memorial for the purpose of paying the promissory note mentioned.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

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912.

APPROVAL, BONDS OF THE VILLAGE OF FAIRVIEW, CUYAHOGA COUNTY, OHIO—\$167,175.00.

COLUMBUS, OHIO, August 25, 1927.

*Industrial Commission of Ohio, Columbus, Ohio.*

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913.

APPROVAL, BOND OF THE FAIRPORT, PAINESVILLE AND EASTERN RAILROAD COMPANY—\$10,000.00.

COLUMBUS, OHIO, August 25, 1927.

HON. GEORGE F. SCHLESINGER, *Director Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—I acknowledge receipt of your communication of recent date enclosing bond furnished to the State of Ohio by the Fairport, Painesville and Eastern Railroad Company in the sum of ten thousand dollars (\$10,000.00). This bond is

signed by the Maryland Casualty Company, as surcty, and is given pursuant to the provisions of an agreement entered into by and between your department and said railroad company, dated March 22, 1927.

I have carefully examined said bond and find that it contains the necessary provisions in conformity with the agreement above mentioned.

Further finding said bond in proper form and legal, I am approving the same.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

914.

APPROVAL, LEASES TO OHIO CANAL, HOCKING CANAL, MIAMI & ERIE CANAL, LAKE ST. MARYS, INDIAN LAKE AND PORTAGE LAKES LANDS.

COLUMBUS, OHIO, August 25, 1927.

*Department of Highways and Public Works, Division of Public Works, Columbus, Ohio.*

GENTLEMEN:— I am in receipt of your letter of August 24, 1927, in which you enclose the following leases, excuted in triplicate, for my approval:

OHIO CANAL	<i>Valuation</i>
William A. Boesche, land lease.....	\$9,816 00
The Commerical Printing and Lithographing Company, land lease	1,000 00
Fred W. Crawford and T. P. Gregory, pipe lease.....	200 00
Joel Green, land lease.....	150 00
The Geo. Kline Estate, land lease.....	300 00
J. S. & F. C. Smith, land lease.....	500 00
Fred Starabaugh, land lease.....	200 00
S. F. Wefler, Inc., land lease.....	4,000 00

HOCKING CANAL	<i>Valuation</i>
Mrs. Mellie Cole, land lease.....	\$250 00
The Connecting Gas Co., pipe lease.....	200 00
Dow Smart, land lease.....	100 00

MIAMI & ERIE CANAL	<i>Valuation</i>
Levi Botkin, land lease.....	\$200 00
The Franklin Board and Paper Co., pipe lease.....	3,000 00
G. S. Pease, land lease.....	600 00

LAKE ST. MARYS	<i>Valuation</i>
Roy Hawkey, dock landing.....	\$200 00
George Fritz, cottage site.....	200 00