

By like reasoning, the prohibitory provisions of this statute cannot be extended so as to include any employment other than those specified, namely, of teacher or instructor.

There remains to be determined whether the employment to which you refer would violate the provision of Section 12932, General Code, prohibiting a member of a board of education in acting in a matter in which he or she is pecuniarily interested, or the provision of Section 4757, General Code, that "no member of a board shall have directly or indirectly any pecuniary interest in any contract of the board". I assume that there is no interest of a member of the board in the case you present except that which may arise solely from the relationship between such member and the person employed. Inasmuch as the case of *Board of Education vs. Boal, supra*, has held that the employment of a person by a board, the member of which was her husband, did not violate these statutory provisions, certainly none of the relationships set forth in Section 12932, General Code, would come within the prohibition contained in those provisions as to employment other than that of teacher or instructor, except perhaps where the person employed is an unemancipated minor child of the member of the board employing him.

I am, therefore, of the opinion that a member of a board of education is not prohibited by Section 12932, General Code, or by Section 4757, General Code, from voting for or participating in the making of a contract of employment with his or her father, brother, mother or sister for any position other than that of teacher or instructor.

Respectfully,
GILBERT BETTMAN,
Attorney General.

4636.

APPROVAL, BONDS OF VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO—\$5,000.00.

COLUMBUS, OHIO, September 22, 1932.

Industrial Commission of Ohio, Columbus, Ohio.

4637.

APPROVAL, LEASE TO RESERVOIR LAND AT INDIAN LAKE—HAZELLE M. FICHTHORN.

COLUMBUS, OHIO, September 22, 1932.

HON. EARL H. HANEFELD, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a certain lease executed by the State of Ohio, through the Conservation Commissioner, by which there is leased to Hazelle M. Fichthorn, of Bellefontaine, Ohio, for a term of fifteen years at an annual rental of Thirty-six Dollars

(\$36.00) a certain parcel of state reservoir land at Indian Lake, which parcel of land is more particularly described as follows:

"Beginning at the point of intersection of the north shore line of said Indian Lake and a line drawn at right angles to J. C. Wonder's survey of said lake, through Station 808 plus 98/6; thence N. 25 deg. 05' West, along said line passing through said Station 808 plus 98.6 to a contour line 2.0' above the present wasteway; thence southeasterly along said two-foot contour line, 150 feet to the point of intersection of said two-foot contour line and a line drawn at right angles through Station 810 plus 39.6; thence South 25 deg. 05' East, to the water line of said Lake; thence northeasterly along said water line to the place of beginning; said tract of land being part of Virginia Military Survey No. 12276, Stokes Township, Logan County, Ohio."

The lease here in question has been executed by the Conservation Commissioner under authority of Section 471, General Code, as amended by the 88th General Assembly, 113 O. L. 553.

Although upon an examination of the provisions of this lease I find that one of the said provisions is of doubtful authority and effect, I do not think that said provision affects the validity of the lease or its main purposes as provided by the valid provisions therein.

Thus it is provided that the actual owner of the building or buildings located upon said ground at the expiration of the lease shall be entitled to a new lease direct from the State of so much thereof as is occupied by such building or buildings and the grounds used in connection therewith. While it may be desirable that a provision of this kind be inserted in the instrument, I do not see how such a provision would have the effect of requiring the Conservation Commissioner or Conservation Council or any officer or board having statutory authority and control of said reservoir lands at the time of the expiration of this lease to execute a new lease to such tenant, even if such tenant under this lease made application therefor. The only authority granted to the Conservation Commissioner with respect to this matter is to execute a lease to the person therein named as lessee for a term of fifteen years, and obviously the Conservation Commissioner in the execution of such lease has no authority to confer upon the lessee therein named the right to a renewal of such lease at the expiration of the original lease.

However, as above noted, I do not think that the particular provisions of the lease here in question above discussed in any wise affect the other provisions of the lease which are within the scope and authority of statutory provisions relating to leases of this kind, and said lease is, accordingly, hereby approved as to legality and form as is evidenced by my authorized signature upon said lease and upon the duplicate and triplicate copies thereof.

Respectfully,

GILBERT BETTMAN,
Attorney General.