

money is available for the payment of final judgments rendered in an action for personal injuries or other non-contractual obligations, see Section 2293-3, General Code.

I do not think that the provisions of Section 4759, General Code, apply to the situation presented by your communication, namely, the attachment of money due to a third person in the hands of the board of education of which the board has possession for one purpose only, namely, delivery to the teacher. The evident purpose of Section 4759 is to prevent the seizure of property used in the administration of the schools and consequent interference with such governmental function and it is apparent that the allowing of the attachment in the instant situation will not do violence to the provisions of such section.

In view of the foregoing and in specific answer to your inquiry, I am of the opinion that money in the hands of a board of education, due and payable to a teacher employed by it, is subject to garnishment.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4546.

APPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN GUERNSEY COUNTY.

COLUMBUS, OHIO, August 5, 1932.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

4547.

APPROVAL, LEASE TO STATE RESERVOIR LANDS AT BUCKEYE LAKE, OHIO, TO FRANK J. MILLAY, SECRETARY AND TREASURER OF OHIO FISHING CLUB, FOR RIGHT TO USE FOR COTTAGE SITE AND DOCKLANDING PURPOSES.

COLUMBUS, OHIO, August 5, 1932.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from the Conservation Commissioner submitting for my examination and approval a certain reservoir land lease executed by the Conservation Commissioner, by the terms of which instrument there is leased and demised to one Frank J. Millay, Secretary and Treasurer of the Ohio Fishing Club, the right to use and occupy for cottage site and dock land purposes, for a term of fifteen years, the inner slope and waterfront and state land in the rear thereof, that is included in Embankment Lot No. 1 west of the waste-gates at Buckeye Lake, as laid out by the Ohio Canal Commission in 1905, and being that part of the Southeast Quarter of Section 14, Township 17, Range 18, Licking County, Ohio, that was leased by the State of Ohio to D. M. Lasley and Harry S. Calkins by lease dated September 9, 1902.

Upon examination of this lease, I find that the same has been properly executed by the Conservation Commissioner and by the lessee above named. I further find upon examination of the provisions of this lease and of the conditions and restrictions therein contained that they are in conformity with section 471, General Code, as amended in the Conservation Act, and with other sections of the General Code relating to the execution of leases of this kind.

I am accordingly approving this lease as to legality and form, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4548.

APPROVAL, LEASE TO STATE RESERVOIR LANDS AT BUCKEYE LAKE, OHIO, TO SAM KONANZ, FOR RIGHT TO USE FOR BOATHOUSE AND DOCKLANDING PURPOSES.

COLUMBUS, OHIO, August 5, 1932.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication over the signature of the Chief of the Bureau of Inland Lakes and Parks of the Division of Conservation in your department, requesting my approval of a certain reservoir land lease executed by the Conservation Commissioner, by which there is leased and demised to one Sam Konanz, of Columbus, Ohio, the right to use and occupy for boathouse and dockland purposes, for a term of fifteen years, the waterfront and state land in the rear thereof that lies immediately in front of Lot No. 44 of Bound's First Addition, Buckeye Lake, said lot having a frontage of forty feet, more or less, and being in the east half of Section 15, Township 17, Range 18, Licking County, Ohio.

Upon examination of this instrument, I find that the same has been properly executed as to form by the Conservation Commissioner and by the lessee above named.

With respect to the authority of the Conservation Commissioner to execute this lease under section 471, General Code, which, in general terms, authorizes the Conservation Commissioner to execute leases of state reservoir land, I am advised that a Mrs. Bounds, who is the owner of certain adjacent lots and lands, has questioned the title of the State to the property here in question, as well as other property upon the waterfront contiguous to lots and lands owned by her. There has not been presented to me any statement of the ultimate facts relating to this question upon which any legal conclusion can be drawn with respect to the question as to the title of the State to this property. In this situation the only thing that I can do in passing upon the legality of the form of this lease, is to assume that the State has title to this property. And, upon this assumption, I am of the opinion, from an examination of the provisions of this lease and of the conditions and restrictions therein contained, that this lease is in conformity with the provisions of section 471, General Code, and with other statutory provisions relating to the execution of leases of this kind.