

of this lease and of the conditions and restrictions therein contained, that the same are in conformity with the statutory provisions above referred to and with other statutes relating to leases of this kind. And since it appears that this lease has been executed by you as Superintendent of Public Works and as Director of said department, and by The Fairfield Paper Company, by the hands of its President and Secretary pursuant to the authority of a resolution duly adopted by the Board of Directors of said company under date of August 14, 1938, I am approving this lease as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3144.

DISAPPROVAL—BONDS, SHARPSBURG RURAL SCHOOL DISTRICT, MERCER COUNTY, OHIO, \$11,000.00.

COLUMBUS, OHIO, October 27, 1938.

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

GENTLEMEN :

RE: Bonds of Sharpsburg Rural School Dist., Mercer County, Ohio, \$11,000.00.

I am in receipt of the transcript relative to the above bond issue and will be unable to approve the same for the following reasons:

In certain parts of the transcript, this school district is styled as the Sharpsburg Special School District and in other parts of the transcript is properly styled Sharpsburg Rural School District. Section 4679 of the General Code classifies the school districts of this state into five classes, namely, city school districts, exempted village school districts, village school districts, rural school districts, and county school districts. For this reason, there is an apparent discrepancy throughout the entire transcript. There are likewise other omissions from the transcript, but without further mention of the same, I will go to the pertinent defect upon which I am basing my disapproving opinion.

The notice of election was published in the Ft. Recovery Journal commencing on October 8, 1937, and for that reason the first insertion was not a full twenty-eight days prior to the date of election, namely November 2, 1937. Section 2293-21, General Code, provides in part as follows: "Notice of the election shall be published in one or more news-

papers of general circulation in the subdivision once a week for four consecutive weeks prior thereto. * * ” In the case of *State vs. Kulmer and King*, 107 O. S. 406, the court interpreted the word “for” to mean during the continuance of rather than the number of times of insertion.

Throughout this entire transcript, there is no mention made of federal participation nor reference to House Bill 544 effective June 7, 1935, and for this reason the procedure taken in the issuance of those bonds must have been taken pursuant to the Uniform Bond Act. The election notice was not published pursuant to Section 2293-21, General Code, and I am therefore disapproving this transcript and advise your system against the purchase of these bonds.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3145.

DISAPPROVAL—BONDS, BENNINGTON RURAL SCHOOL DISTRICT, LICKING COUNTY, OHIO, \$4,500.00.

COLUMBUS, OHIO, October 27, 1938.

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

GENTLEMEN :

RE: Bonds of Bennington Rural School District,
Licking County, Ohio, \$4,500.00.

I have examined the transcript relative to the above bond issue and wish to advise you that there are certain omissions from the transcript that I shall not enumerate at this time but wish to point out to you one pertinent defect upon which I base my disapproving opinion:

The election notice was published in the Newark Advocate four times beginning October 7, 1937, and for that reason the first insertion was not a full twenty-eight days prior to the date of election, namely November 2, 1937. Section 2293-21, General Code, provides in part as follows: “Notice of the election shall be published in one or more newspapers of general circulation in the subdivision once a week for four consecutive weeks prior thereto. * * ” In the case of *State vs. Kulmer and King*, 107 O. S. 406, the court interpreted the word “for” to mean during the continuance of rather than the number of times of insertion.