

3228.

APPROVAL—CERTIFICATE OF AMENDMENT, ARTICLES,
THE SHAWNEE MUTUAL INSURANCE COMPANY.

COLUMBUS, OHIO, November 15, 1938.

HON. WILLIAM J. KENNEDY, *Secretary of State, Columbus, Ohio.*

DEAR SIR: I have examined the certificate of amendment to the articles of The Shawnee Mutual Insurance Company which you have submitted for my approval.

Finding the same not to be inconsistent with the Constitution or laws of the United States or of the State of Ohio, I have endorsed my approval thereon and return the same to you herewith.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3229.

STATUS—RENTAL AGREEMENTS, STATE OF OHIO,
THROUGH DIRECTOR OF PUBLIC WORKS, ANNUAL
RENTALS, USE, UNEMPLOYMENT COMPENSATION
COMMISSION, LESSORS:

Peoples Building and Loan Company	4908 Main St., Ashtabula	\$840.00
Ray Miller	8 W. State St., Athens	900.00
John Hall	345½ Main Street, Coshocton	900.00
West 25th Street Arch- wood Company	3766-3768 W. 25th St., Cleveland	1200.00
The Union Properties Company	East 55th St. and Broadway, Cleveland	4200.00
William A. Schmoltdt	14705 St. Clair Ave., Cleveland	2280.00
Winifred C. Westfall	East Center & S. State Sts., Marion	1200.00
Austin G. Saurer	223 Second St., N.W., Barberton	1800.00
Wm. Loveless and Mary H. Heasley	134 Pine St., N.E., Warren	2100.00
Albert W. Reiser	119 Allen Lane, S.W., New Philadelphia	720.00

The Bucyrus Masonic
Temple Co. 216 S. Sandusky St., Bucyrus 600.00

COLUMBUS, OHIO, November 15, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a number of rental agreements, so-called, together with accompanying leases which have been executed by the several lessors hereinafter named, renting and demising to the State of Ohio through you as Director of Public Works for the use of the Ohio Unemployment Compensation Commission premises respectively designated in said several rental agreements and accompanying leases.

These several rental agreements and accompanying leases which, taken together, in each instance lease and demise the several premises therein described to the State for an aggregate term or period from November 15, 1938, to and including December 31, 1940—the rental agreement covering the period from November 15, to December 31, 1938, inclusive, and the lease from January 1, 1939, to and including December 31, 1940—are as follows, designated with respect to the names of the respective lessors, the location of the premises and the annual base rental therein provided for:

Lessor	Location	Annual Rental
Peoples Building and Loan Company	4908 Main St., Ashtabula, Ohio.	\$840.00
Ray Miller	8 W. State St., Athens, Ohio.	900.00
John Hall	345½ Main St., Coshocton, Ohio.	900.00
West 25th St. Arch- wood Company	3766-3768 W. 25th St., Cleveland, Ohio.	1200.00
The Union Properties Company	East 55th St. and Broadway, Cleveland, Ohio.	4200.00
William A. Schmoldt	14705 St. Clair Ave., Cleveland, Ohio.	2280.00
Winifred C. Westfall	East Center & S. State Sts., Marion, Ohio.	1200.00
Austin G. Saurer	223 Second St., N.W., Barberton, Ohio.	1800.00

Lessor	Location	Annual Rental
Wm. Loveless and Mary H. Heasley	134 Pine St., N.E., Warren, Ohio.	2100.00
Albert W. Reiser	119 Allen Lane S.W., N. Philadel- phia, Ohio.	720.00
The Bucyrus Masonic Temple Co.	216 S. Sandusky St., Bucyrus, Ohio.	600.00

By a provision incorporated in these rental agreements and leases, each rental agreement and accompanying lease is made a single contract covering the rental of the several and respective premises therein described for the aggregate term or period above noted. And as is required in all cases where contracts for current expenses on behalf of the State extend beyond the biennium in which such contracts are made, these several rental agreements and leases and the rental therein provided for are conditioned upon appropriations made or to be made by the legislature.

Inasmuch as the aggregate term covered by each of these rental agreements and accompanying leases are less than three years, no attestation of witnesses or acknowledgment by the lessor or lessee of these several instruments was or is necessary. And since I find that in each case these leases have been properly executed by the several lessors and have been taken and accepted by you as Director of Public Works under the authority conferred upon you by Section 154-40, General Code, as is evidenced by your signature on each of these instruments, the several rental agreements and leases above referred to are hereby approved. Inasmuch, however, as the provision above referred to in each and all of these instruments making each particular rental agreement and accompanying lease a single contract covering the rental of the premises therein described for the aggregate term or period of time therein provided for, was incorporated in said several instruments after the execution of the same by the several lessors but before your acceptance of the same for and in the name of the State of Ohio, my approval of these several rental agreements and accompanying leases is conditioned upon the initialing of this provision as the same is found in said several agreements and accompanying leases, by each of said several and respective lessors or by their authorized agents or representatives.

As to each of the contracts above noted consisting of the several rental agreements and accompanying leases, a contract encumbrance record has been submitted covering the rental to be paid for the respective premises leased and demised for the period of time from November 16, 1938, to December 31, 1938, inclusive, at the basic rental rate pro-

vided for in said several contracts. This is, in my opinion, a sufficient compliance with the requirements of Section 2288-2, General Code. And these several contracts are hereby approved subject only to the condition above referred to.

Along with the rental agreements and leases above referred to are a number of other rental agreements and accompanying leases which differ in some particulars from the instruments above noted and discussed. Three of these rental agreements, together with the respective leases, are the following designated in the manner above stated :

Lessor	Location	Annual Rental
Tillie Boyer	605 Chillicothe St., Portsmouth, Ohio.	\$2460.00
Phoebe M. & Joseph H. Landrum	131½ S. South St., Wilmington, Ohio.	540.00
The Hower Building Co.	31 W. Market St., Akron, Ohio.	7200.00

By the rental agreements executed by the several lessors above noted, these several premises therein respectively described are leased to the State of Ohio for the use of the Ohio Unemployment Compensation Commission for a period of one month from the first day of December to the thirty-first day of December, 1938, at a rental for said month at the rate provided for in the accompanying lease; while such accompanying lease in each case demises the premises to the State of Ohio for the use aforesaid for the period of time from January 1, 1939, to December 31, 1940, inclusive. Each of these rental agreements and the lease accompanying the same contains a provision making such rental agreement and lease one contract covering the rent of the premises for the period from December 1, 1938, to December 31, 1940. As is the case with respect to the other lease agreements and leases above referred to, this provision was incorporated in said instruments after the same were executed by the several lessors; and these several rental agreements and leases are approved subject to the condition that in each instance this provision is initialed by the lessor or by some authorized agent or representative of the lessor.

Another of these rental agreements and accompanying lease were executed by one J. E. Porter of Lima, Ohio, renting and demising to the State of Ohio for the use above stated the entire space in building at 229-231 South Main Street, Lima, Ohio, containing approximately 9,000 square feet. This rental agreement and lease which were apparently executed by the lessor under date of October 18, 1938, provide for

the rental of said premises for the period of time from the 1st day of November, 1938, to the 31st day of December, 1940; the rental provided for in the rental agreement being at the rate of \$175.00 per month, while the rental provided for in the lease which covers the period of time from January 1, 1939, to December 31, 1940, is at the same rate, to wit, the sum of \$2100.00 annually.

Another of these rental agreements, together with the lease accompanying the same, is that executed by Carek Florist Inc. of the City of Elyria, Ohio, in and by which there is rented and demised to the State of Ohio, certain premises described as being the second floor space at 322 Broad Street in Elyria, Ohio, containing approximately 2500 square feet. The rental agreement in this case covers the demise of the premises for the period from November 15, 1938, and from month to month thereafter at the rate of \$70.00 per month, while the lease covers the rental of the property for the period from January 1, 1939, to December 31, 1940. The rental agreement in this case is executed by the lessor as "Carek Florist Inc. By Louis Carek." It is obvious that following the name of said Louis Carek there should be some designation of his official connection with this corporation sufficient to show prima facie authority on his part to execute the instrument. The accompanying lease is executed "Carek Florist By Louis Carek." The execution of this instrument is subject to the same objections as that just noted with respect to the execution of the rental agreement and in addition thereto the name of the corporation is not fully and correctly stated. Subject to the corrections to be made in the execution of these instruments, above noted, and subject to the condition that the provision in each of these instruments making the same one contract for the rental of the premises is initialed by the lessor, this rental agreement and accompanying lease are approved as to form.

As with respect to the contracts first above noted herein the five several contracts just referred to are accompanied by contract encumbrance records properly executed covering the rental of the several premises therein described up to and including the 31st day of December, 1938. This is a sufficient compliance with the provisions of Section 2288-2, General Code, and these several instruments are therefore approved subject only to the exceptions and conditions above noted.

Respectfully,

HERBERT S. DUFFY,
Attorney General.