

2643.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE ELECTRIC CONSTRUCTION AND SALES COMPANY, CLEVELAND, OHIO, FOR ELECTRICAL WORK IN STOREROOM, COLD STORAGE, KITCHEN AND EQUIPMENT BUILDING FOR THE CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO, AT AN EXPENDITURE OF \$3,400.00—SURETY BOND EXECUTED BY THE COMMERCIAL CASUALTY INSURANCE COMPANY, NEWARK, NEW JERSEY.

COLUMBUS, OHIO, December 8, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works for the Department of Public Welfare, and the Electric Construction and Sales Company of Cleveland, Ohio. This contract covers the construction and completion of contract for electrical work to be installed in a building known as the storeroom, cold storage, kitchen and equipment for the Cleveland State Hospital, Cleveland, Ohio, as set forth in Item No. 1 of the form of proposal dated November 7, 1930. Said contract calls for an expenditure of three thousand four hundred (\$3,400) dollars.

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence that the Controlling Board has consented to the expenditure as required by Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond, upon which the Commercial Casualty Insurance Company of Newark, New Jersey, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law, and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2644.

APPROVAL, LEASE TO H. W. BORCHERE OF DAYTON, OHIO, FOR COTTAGE SITE AND DOCKLANDING PURPOSES, STATE RESERVOIR LAND AT LAKE ST. MARYS.

COLUMBUS, OHIO, December 8, 1930.

HON. PERRY L. GREEN, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge 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, submitting for my examination and approval a

certain reservoir land lease in triplicate, executed by the Conservation Commissioner on behalf of the State of Ohio, by which there is leased and demised to one H. W. Borchers of Dayton, Ohio, for cottage site and docklanding purposes, and for a term of fifteen years, a certain parcel of certain state reservoir lands which may be described as being that portion of the inner slope and water front and all of the outer slope of the westerly embankment of Lake St. Marys, and the state land in the rear thereof, extending back to the state ditch that is included in the north half of Embankment Lot No. 65, lying south of the center line of Section 12, Town 6 South, Range 2 East, as laid out by H. E. Whitlock under the direction of the Superintendent of Public Works.

Upon examination of said lease, which is one calling for an annual rental of six per cent of the appraised valuation of said parcel, which appraised valuation is the sum of three hundred dollars, I find that said lease has been properly executed by the parties to the same, and that the terms and provisions of said lease are such as to conform with Section 471, General Code, under the authority of which said lease is executed by the Conservation Commissioner. I likewise find that said lease, as to the provisions, reservations and conditions thereof, conforms to other statutory provisions relating to leases of this kind.

Said lease is accordingly, therefore, approved by me as to legality and form, as is evidenced by my written approval endorsed on said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2645.

SCHOOL BUILDING—BOARD OF EDUCATION MAY NOT CONSTRUCT
ON LEASED PREMISES WHEN—FAULTY CONSIDERATION.

SYLLABUS:

A board of education is not empowered to construct a school building on leased premises and provide by the terms of the said lease that the lessor shall be permitted to occupy a portion of the building, during the term of the lease, as the main consideration for the rental of said premises.

COLUMBUS, OHIO, December 9, 1930.

HON. ROY E. LAYTON, *Prosecuting Attorney, Wapakoneta, Ohio.*

DEAR SIR:—This will acknowledge your request for my opinion which reads as follows:

“The board of education of the Minster Village School District proposes to build a new high school and submit a bond issue to the electors for that purpose. They propose to erect this building on ground belonging to the Roman Catholic Church and have made tentative arrangements to lease this ground for a period of forty-nine (49) years with the privilege of a renewal for a like period.

This village is a Catholic community and practically all the citizens and children, if not all, are members of that church.

Enclosed find a preliminary draft of the proposed lease between the