

1557.

APPROVAL, BONDS OF BROOKFIELD TOWNSHIP RURAL SCHOOL DISTRICT, TRUMBULL COUNTY, OHIO—\$20,000.00.

COLUMBUS, OHIO, January 9, 1928.

*Industrial Commission of Ohio, Columbus, Ohio.*

1558.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND FRANK L. JIROUCH, SCULPTOR, FOR ERECTION OF A MEMORIAL TO THE OHIO SOLDIERS AND SAILORS OF THE SPANISH-AMERICAN WAR, THE PHILIPPINE INSURRECTION AND THE CHINA RELIEF EXPEDITION.

COLUMBUS, OHIO, January 9, 1928.

HON. HERBERT B. BRIGGS, *State Architect and Engineer, Main and Fourth Streets, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a contract between the State of Ohio, acting by the United Spanish-American War Veterans' Memorial Commission, and Frank L. Jirouch, Sculptor, for the erection and construction, on the state house grounds, of a suitable memorial to the Ohio soldiers and sailors of the Spanish-American War, the Philippine Insurrection, and the China Relief Expedition from April 21, 1898, to July 4, 1902.

Your attention is directed to the last paragraph of the contract, which reads as follows:

"IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above mentioned, the State of Ohio signing and sealing these presents by its Department of Highways and Public Works and the Director thereof."

Said paragraph should read:

"IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above mentioned, the State of Ohio signing and sealing these presents by the United Spanish American War Veterans' Memorial Commission."

The contract should be corrected accordingly and the consent of the sculptor to such correction should be secured and evidenced by a notation on the contract or by other written consent signed by the sculptor.

With the above exception, I find said contract in proper legal form and properly executed and have noted my approval thereon, subject to the correction of the last paragraph of said contract, as above indicated,

You have also submitted a contract bond in the sum of three thousand (\$3,000.00) dollars, signed by Frank L. Jirouch, as principal, and the Columbia Casualty Company, as surety, conditioned upon the proper performance of the contract, together with proper evidence of compliance with the laws of Ohio on the part of the above named surety, and also an encumbrance certificate in the sum of six thousand (\$6,000.00) dollars, bearing No. 2806, and properly certified by the Director of Finance on November 28, 1927.

Finding said bond and encumbrance certificate in proper legal form and properly executed, I hereby approve the same.

I am returning the contract, bond, encumbrance certificate and other papers in connection with the above matter to you herewith.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

1559.

BOARD OF EDUCATION—NO AUTHORITY TO ISSUE BONDS PART OF PROCEEDS OF WHICH ARE TO BE USED TO ERECT JANITOR'S DWELLING.

*SYLLABUS:*

*There is no authority for a board of education to issue bonds, a part of the proceeds of which will be devoted to the construction of a janitor's dwelling house upon school property.*

COLUMBUS, OHIO, January 10, 1928.

HON. W. M. MCKENZIE, *Prosecuting Attorney, Chillicothe, Ohio.*

DEAR SIR:—This will acknowledge receipt of your recent communication, as follows:

“The board of education of Green township rural school district, Ross County, Ohio, submitted to the electors at the election in November a bond issue in the sum of \$41,000.00, as provided in General Code Sections 2293-2 and 2293-19 to 2293-23, for the purpose of building an addition to the school house and janitor's dwelling house. The question that I desire to know is, can the board of education issue bonds for building an addition to the school house including a janitor's dwelling house, the janitor's dwelling house to be erected on the same lot on which the school house is located?”

I informed the board of education that I did not know whether they could include the erection of the janitor's house in their bond issue. They stated to me that the present school house is a large centralized school building, which includes a high school, and is located at Centralia, Ohio; that they have a great deal of trouble with people breaking into the building and destroying property and claim that it is necessary for protection of property to have a janitor live at the school. They claim that the bond issue would not have passed had they not agreed to erect a janitor's dwelling house, which they claim is almost a necessity.