

upon between your board and the teacher, provided that such leave is a part consideration for the services to be performed. However, it is further my opinion that if a contract has been entered into fixing a definite salary for a definite period the granting of an extended leave of absence would be nothing further than a gratuity flowing from your institution to said teacher, and inasmuch as his salary is paid from the public treasury, such an authorization would amount to an abuse of discretion.

It may be possible, of course, that a university may have such an interest in the development of some particular source of knowledge which would be a public benefit which would justify the designation of an instructor to make a research relative to a particular subject which of course would result in such instructor performing services in that line for the benefit of the university. However, such instances will be rare, and such a practice would not be a precedent for granting a leave for the benefit and accommodation of the instructor.

In conclusion, it is my opinion that the Kent State College has no authority to grant an extended leave of absence to an instructor and pay him for such period when such leave is for the purpose of rest, recreation and education of the instructor. Such a procedure would result in expending the public funds for the benefit of the individual.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1288.

APPROVAL, BONDS OF RIDGEVILLE TOWNSHIP RURAL SCHOOL
DISTRICT, LORAIN COUNTY—\$60,000.00.

COLUMBUS, OHIO, December 13, 1929.

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

1289.

APPROVAL, BONDS OF VILLAGE OF WILLOWICK, LAKE COUNTY—
\$25,000.00.

COLUMBUS, OHIO, December 13, 1929.

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