

3545.

APPROVAL, AGREEMENT AND RELEASE OF LIEN, RELEASING TO THE STATE OF OHIO BY THE BUCKEYE PIPE LINE COMPANY, LAND OF W. L. AND MINA NORRIS, IN MUSKINGUM COUNTY, OHIO.

COLUMBUS, OHIO, September 9, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted form of proposed agreement and release of lien, in duplicate, dated August 24, 1931, whereby The Buckeye Pipe Line Company releases to the State of Ohio its interest in certain real estate owned in fee by W. L. and Mina Norris, said real estate to be used in the improvement of S. H. No. 247, Section "F", Muskingum County.

After examination, it is my opinion that said proposed agreement and release of lien is in proper legal form, and when executed by you will constitute a binding contract.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3546.

CITY BOARD OF EDUCATION—UNAUTHORIZED TO APPOINT SUPERINTENDENT OF SCHOOLS—EXCEPTIONS NOTED.

SYLLABUS:

A city board of education is not authorized to appoint a superintendent of schools, unless a vacancy exists in the office, either by reason of the expiration of the term of a former appointee or by reason of his death, resignation or removal.

COLUMBUS, OHIO, September 9, 1931.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—I am in receipt from you of the following communication:

"You are respectfully requested to furnish this department your written opinion upon the following:

In a certain city school district in this state Superintendent 'A' was employed as superintendent for two years beginning September 1st, 1925, and ending August 31st, 1927. This superintendent received a full years' compensation in nine months of each year. In May, 1927, the Board of Education employed Superintendent "B" for the term beginning September 1st, 1927, and ending August 31st, 1929. In September, 1927, the Board of Education reconsidered this action by which Superintendent "B" was employed in May for the term beginning September 1st, and he was employed for two years, beginning July 1st, 1927, and ending June 30th, 1929, and he was paid compensation for the months of July and August, 1927, which months were within the term of employment of