

In line with the views above expressed, I am inclined to approve this lease with respect to the purposes for which the same is made and inasmuch as an examination of the lease shows that the same has been properly executed by you as Superintendent of Public Works, acting for and on behalf of the State of Ohio, and by the Conservation Commissioner, acting presumably on the authority conferred upon him by the Conservation Council for this purpose, I am approving the lease as is evidenced by my approval endorsed thereon and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2438.

APPROVAL.—LEASE, STATE OF OHIO, THROUGH DIRECTOR, DEPARTMENT OF PUBLIC WORKS, WITH THE BANK OF WOOD COUNTY COMPANY, BOWLING GREEN, OHIO, DESIGNATED TERM, MONTHLY RENTAL \$40.00, ROOMS NOS. 313-314-315 THE BANK OF WOOD COUNTY BUILDING, BOWLING GREEN, OHIO, FOR USE, DIVISION OF AID FOR THE AGED.

COLUMBUS, OHIO, May 10, 1938.

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

DEAR SIR: You have submitted for my examination and approval a lease executed by The Bank of Wood County Company of Bowling Green, Ohio, in and by which there are leased and demised to the State of Ohio, acting through you as Director of the Department of Public Works, certain premises for the use of the Division of Aid for the Aged of the Department of Public Welfare.

By this lease, which is for the term commencing February 1, 1938, and ending December 31, 1938, and which provides for the rental of forty dollars per month, there are leased and demised to the State for the use of the Division of Aid for the Aged Rooms Nos 313-314-315 in The Bank of Wood County Building located on the west side of South Main Street, Bowling Green, Ohio.

This lease has been properly executed by The Bank of Wood County Company, the lessor, by the hands of its President and Secretary, duly

authorized in the premises. I likewise find that this lease and the provisions thereof are in proper form.

The lease is accompanied by contract encumbrance record No. 20 which has been executed in proper form and which shows that there are unencumbered balances in the appropriation account sufficient in amount to pay the monthly rentals under this lease for February, March, April, May and June, 1938. This is a sufficient compliance with the provisions of Section 2288-2, General Code. This lease is accordingly approved by me and the same is herewith returned to you.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2439.

BOARD OF EDUCATION—NO AUTHORITY TO ENTER INTO
CONTRACT OF GROUP INSURANCE FOR EMPLOYES—
TEACHERS—SCHOOL BOARD.

SYLLABUS:

A board of education has no authority to enter into a contract of group insurance for its employes.

COLUMBUS, OHIO, May 11, 1938.

HON. E. N. DIETRICH, *Director of Education, Columbus, Ohio.*

DEAR SIR: This will acknowledge receipt of your letter of recent date which reads as follows:

“Several times during the last year we have had inquiries concerning the possibility of group insurance plans for various groups of school employes. In discussing these proposals with several reliable insurance companies, we find that they do not wish to give answers to these inquiries to local teacher groups until we have a statement of legal rights of boards of education concerning such a program. We should appreciate your reply to the following specific questions:

1. Has any school board the legal right to enter into a contract of group insurance for their teachers?
2. Is it legally possible for any school board to enter into an arrangement which involves deductions from the pay check of the individual?