

unless its failure so to do would defeat the purpose of the law, prevent the municipality from doing what equity and fair dealing would exact from an individual."

So in the instant case we have a situation in which the contractor could not enforce payment for the work which he has done under said contract, but the state should under these particular circumstances be willing to pay for the same. I am of the opinion that a court of equity would not interfere therewith. The state should be willing to pay for the benefits which it has received under said contract.

I do not mean to hold that in future the Director of Highways and Public Works may continue letting contracts without, when necessary, complying with Sections 2314, et seq., of the General Code and pay the contractor for the services performed, but I do hold that in this case the contractor should receive payment for the work which he has actually done under the contract because all parties were relying upon the interpretation of the law by the legal adviser of the Department of Highways and Public Works.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1369.

APPROVAL, LEASE TO LAND ALONG BUCKEYE LAKE IN LICKING COUNTY, OHIO.

COLUMBUS, OHIO, December 14, 1927.

HON. G. F. SCHLESINGER, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion three copies of a lease between the State of Ohio, as lessor, and Arthur Smadbeck, of Millersport, Ohio, as lessee, covering state land lying between the northerly line of "Lake Shore Drive" in Fairfield Beach allotment, in Licking County, Ohio, and the southerly top water line of Buckeye Lake in Licking County, and extending between the westerly line of Juniper Road in said Fairfield Beach allotment, produced northward to the southerly top water line of Buckeye Lake and the easterly line of Rosewood Road in said Fairfield Beach allotment, produced northward to the southerly top water line of Buckeye Lake, for a period of fifteen years from November 18, 1927, and renewable for a like period at an annual rental of \$100.00 per year, payable semi-annually for the first fifteen year period.

I have examined said lease and am of the opinion that the same is in proper legal form and properly executed. I am returning said lease to you herewith with my approval noted thereon.

Respectfully,
EDWARD C. TURNER,
Attorney General.