

mission and for that reason the holding in the case of *State, ex rel., vs. Conley, supra*, is not applicable to the position of executive secretary of the milk commission.

That the position of executive secretary of the milk commission is a civil office and not an employment would seem to be clear from the fact that the executive secretary, in administering oaths, taking depositions, compelling the attendance of witnesses and the production of books and other records, is exercising some portion of the sovereign power and functions of the government. The exercise or discharge of those powers and functions constitutes the position a civil office and not a mere employment.

In view of the conclusion that I have reached in respect to the position of executive secretary of the milk commission, it is not necessary to answer your second question.

Specifically answering your first question, I am of the opinion that a person who is a member of the 90th General Assembly cannot lawfully be appointed to the position of executive secretary of the Ohio Milk Marketing Commission, because the position is a civil office within the meaning of that phrase as used in section 19 of article II of the Constitution of the State of Ohio.

Respectfully.

JOHN W. BRICKER,
Attorney General.

1013.

APPROVAL, BONDS OF VILLAGE OF FAIRVIEW, CUYAHOGA COUNTY, OHIO—\$71,000.00.

COLUMBUS, OHIO, July 5, 1933.

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

1014.

APPROVAL, LEASES TO RESERVOIR LAND AT PORTAGE LAKES, SUMMIT COUNTY, OHIO, FOR RIGHT TO OCCUPY AND USE FOR BOATHOUSE, DOCKLANDING AND WALKWAY PURPOSES—H. A. DICKERHOOF.

COLUMBUS, OHIO, July 5, 1933.

HON. EARL H. HANEFELD, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—The Chief of the Bureau of Inland Lakes and Parks recently submitted for my examination and approval two certain reservoir land leases in triplicate, executed by the Conservation Commissioners, under the authority conferred upon him by section 471, General Code, to E. C. Oberholtz of Barberton, Ohio, and H. A. Dickerhoof of North Barberton, Ohio, respectively. Each of these leases is for a stated term of fifteen years and each calls for an annual rental of \$6.00, payable in semi-annual installments of \$3.00 each.