

loan association to faithfully perform their duties, the protection which the law contemplates with respect to the time of bringing actions for the recovery of such loss if bonds had been given by the officers and employes strictly in accordance with the statute.

Even though an omnibus or blanket form of indemnity contract be so drawn in all respects, except that as to limitation of actions thereunder, as to afford to the directors and members of a building and loan association protection equal to that contemplated by Section 9670, General Code, and thus justify the Superintendent of Building and Loan Associations in prescribing that form of bond in lieu of the statutory bonds provided for by said Section 9670, General Code, were it not for the provision of the bond specifying a shorter term of limitation of action thereunder, a provision in the contract specifying a shorter term of limitation of action thereunder than ten years, clearly, in my opinion, renders the security afforded thereby less than that contemplated by law and precludes the Superintendent of Building and Loan Associations from lawfully prescribing such a form of contract in lieu of the bonds provided for by Section 9670, General Code, and places upon a board of directors of a building and loan association accepting such a contract of indemnity in lieu of individual bonds of its officers and employes, the risk of being personally responsible for losses to members which might occur by reason of the failure on their part to require the kind of bond provided for by the statute.

The last sentence of the quotation from the contract above wherein it is provided that if any limitation embodied in the bond is prohibited by any law, such limitation should be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, does not, in my opinion, suffice to cure the discrepancy between the terms of the contract and what the law requires. This subject was discussed in my former opinion, to which your attention is directed.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2120.

APPROVAL, LEASE BETWEEN GEORGE SPRINGER AND LOUISE CRAWFORD AND STATE OF OHIO TO LAND IN CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, FOR STATE GAME REFUGE PURPOSES.

COLUMBUS, OHIO, July 21, 1930.

HON. J. W. THOMPSON, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted Lease No. 2062 in which George Springer and Louise Crawford grant 23 acres of land situated in Clearcreek Township, in Warren County, to the State for State Game Refuge purposes.

Finding said lease to have been executed in proper legal form, I have accordingly approved the same and return it herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.