

to justify legislation as proposed in House Bill No. 367 regulating the making of contracts between producers or distributors and exhibitors."

See Opinions of the Attorney General for 1927, page 546.

The act in question purports only to regulate contracts made by the owners of motion picture films whether copyrighted or not with attendant fines and forfeitures, without any proper basis justifying the prohibition.

There is no criterion expressed or implied in the act referring to restraint of trade in any of its connotations or to any coercive action or unfair practice or to any combination or concerted action or immoral or illegal exhibitions or showings of motion picture films.

To my mind, it does not seem that the prohibition contained in the act has a rational basis so as to bring it within such regulation of the right of contract bearing a proper relation to the public health, safety or morals, as to justify its enactment under the police power.

I am therefore of the opinion that the provisions of House Bill No. 88 of the 91st General Assembly are such as would unduly interfere with the rights of property of copyright owners of motion picture films under laws of the United States enacted in pursuance of the Constitution of the United States and that it unduly interferes with the right of private contract of the owners of motion picture films whether copyrighted or not, and for that reason is a violation of the provisions of the Fourteenth Amendment of the Constitution of the United States and of Section 1 of Article I of the Constitution of Ohio.

Respectfully,

JOHN W. BRICKER,
Attorney General.

4123.

APPROVAL, TEN LEASES FOR THE USE OF THE SALES TAX DIVISION OF THE TAX COMMISSION OF OHIO FOR OFFICE ROOMS IN DAYTON, ASHTABULA, STEUBENVILLE, NORWALK, CINCINNATI, ZANESVILLE, LANCASTER, TOLEDO, MANSFIELD AND PORTSMOUTH.

COLUMBUS, OHIO, APRIL 6, 1935.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval ten leases, as hereinafter set forth, granting to you, as Superintendent of Public Works, for the use of the Sales Tax Division of the Tax Commission of Ohio, certain office rooms in several cities, as follows:

Lease from the Dayton Arcade Company of Dayton, Ohio, for Rooms Nos. 1001— and 1002 of the Commercial Building, Dayton, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay fifty-two dollars and fifty cents (\$52.50) per month on the first day of each and every month, in advance.

Lease from C. F. Schaffner of Ashtabula, Ohio, for Rooms Nos. 213 and 215 of the Schaffner Building, Ashtabula, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of De-

ember, 1936, by the terms of which the State will be required to pay twenty-five dollars (\$25.00) the first month, and twenty (\$20.00) every month thereafter.

Lease from The National Exchange Realty Company of Steubenville, Ohio, for Room 501 of the Exchange Realty Building, Steubenville, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay thirty-five dollars (\$35.00) per month.

Lease from The Citizens National Bank of Norwalk, Ohio, for Rooms Nos. 209 and 210 of the Citizens National Bank Building, Norwalk, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay thirty dollars (\$30.00) per month.

Lease from the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes Building Company of Cincinnati, Ohio, for Room 305 of the Brotherhood of Railway Clerks Building, Cincinnati, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay eighty-five dollars (\$85.00) per month.

Lease from the Citizens National Bank in Zanesville, Zanesville, Ohio, for Rooms Nos. 311 and 312 of the Citizens National Bank Building, Zanesville, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay twenty-five dollars (\$25.00) per month.

Lease from the Lancaster National Bank, Lancaster, Ohio, for Room No. 225, in the Lancaster National Bank Building, Lancaster, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the 31st day of December, 1936, by the terms of which the State will be required to pay fifteen dollars (\$15.00) per month.

Lease from the Lucas Investments, Inc., of Toledo, Ohio, for Rooms Nos. 414 and 415, in the Produce Exchange Building, Toledo, Ohio. This lease is for a term of one year and eleven months, beginning on the first day of February, 1935, and ending on the thirty-first day of December, 1936, by the terms of which the State will be required to pay seventy-five dollars (\$75.00) per month.

Lease from the Richland Building Corporation, Mansfield, Ohio, for Rooms Nos. 307 and 308 of the said lessor's building in the city of Mansfield, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the thirty-first day of December, 1936, by the terms of which the State will be required to pay twenty-seven dollars and fifty cents (\$27.50) per month.

Lease from Rosie Bein of Portsmouth, Ohio, for 476 square feet of floor space on the second floor of the Bein Building, Portsmouth, Ohio. This lease is for a term of one year and ten months, beginning on the first day of March, 1935, and ending on the thirty-first day of December, 1936, by the terms of which the State will be required to pay forty-five dollars (\$45.00) per month.

You have submitted encumbrance estimates which contain the certificate of the Director of Finance to the effect that funds are available for the payment of rentals for at least a month of the term of the leases, which is believed to be sufficient compliance with section 2238-2, General Code.

Finding said leases in proper legal form, I hereby approve them as to form and return them herewith.

Respectfully,
JOHN W. BRICKER,
Attorney General.