

less, to the place of beginning, and containing Eight Thousand and Eight (8,008) square feet, more or less, and being a renewal of a lease."

The lease here in question, which provides for the payment of an annual rental of one thousand two hundred and two (\$1,202.00) dollars during the first fifteen (15) years of the term of the lease, with a provision for a reappraisal of the property leased at the end of each fifteen (15) year period and the payment of subsequent annual rentals at the rate of six percent (6%) upon respective amounts of such successive appraisals, is for the use of said property for general business building purposes by the above named lessee.

This lease is one executed by the superintendent of public works, under the authority of sections 14203-51, et seq., enacted as Amended Senate Bill No. 235 by the 88th General Assembly, 113 O. L. 532. This act was one providing for the abandonment for canal purposes of that portion of the Ohio Canal, and lateral canals connected therewith, lying within Stark County, and to provide for the lease and sale thereof. This act provides generally for the lease or sale of such parts of the Ohio Canal lands abandoned for canal purposes by said act as are not retained for hydraulic purposes. Under the provisions of this act such lands may be leased to municipal corporations or other political subdivisions in the county and, under certain conditions, to corporations and individuals.

It appears that the above named lessee, The McLain Grocery Company, is now the only holder of a lease upon the parcel of Ohio Canal lands above described, which lease, I assume, is one originally executed for a term of fifteen (15) years under the general provisions of sections 13965, et seq., General Code.

Upon examination of the provisions of this lease, I find, assuming that no part of the above described parcel of canal lands is included in any lease executed to the City of Massillon, or to any other political subdivision in the county, that said lease is in conformity with the provisions of the act of the General Assembly, above referred to.

I likewise find upon examination of this lease that the same has been properly executed on behalf of the State of Ohio by the superintendent of public works and by the above named lessee, The McLain Grocery Company, pursuant to the authority of a resolution duly adopted by the directors of the company.

I am accordingly hereby approving said lease as to legality and form and the same, together with the duplicate and triplicate copies thereof, are herewith returned with my approval endorsed thereon.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3949.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND JOHN HOLMER & COMPANY OF CINCINNATI, OHIO, FOR MURAL PAINTINGS FOR HEARING ROOM NO. 1 OF THE NEW STATE OFFICE BUILDING, AT AN EXPENDITURE OF \$13,000.00.

COLUMBUS, OHIO, January 13, 1932.

HON. F. W. MOWREY, *Executive Secretary, State Office Building Commission, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State

of Ohio, acting by the State Office Building Commission, and John Holmer & Company of Cincinnati, Ohio. This contract covers the construction and completion of contract for mural paintings for Hearing Room No. 1 of the new state office building, according to specifications dated June, 1931. Said contract calls for an expenditure of thirteen thousand dollars (\$13,000.00).

You have submitted the certificate of the Director of Finance which shows that there is an unexpended balance in a proper appropriation account sufficient to cover the amount of this contract.

This office, in Opinion No. 3796, addressed to you under date of December 1, 1931, held in the syllabus:

“The State Office Building Commission is not required to advertise for competitive bids in contracting for the furnishing of mural paintings for the interior of the new state office building, since work of this character is wholly dependent for its acceptability upon the talent of the individual.”

In view of the above, it is unnecessary that the detailed procedure of sections 2314 to 2332, General Code, relating to competitive bids, be followed.

It is noted that the Governor has approved the contract, in accordance with section 1 of the act of the legislature passed March 14, 1929 (113 O. L. 59).

Finding said contract in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3950.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND HERMAN H. WESSEL, CINCINNATI, OHIO, FOR MURAL PAINTINGS FOR HEARING ROOM NO. 4 OF THE NEW STATE OFFICE BUILDING, AT AN EXPENDTURE OF \$13,000.00.

COLUMBUS, OHIO, January 13, 1932.

HON. F. W. MOWREY, *Executive Secretary, State Office Building Commission, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the State Office Building Commission, and Herman H. Wessel, of Cincinnati, Ohio. This contract covers the construction and completion of contract for mural paintings for Hearing Room No. 4 of the new state office building according to specifications dated June, 1931. Said contract calls for an expenditure of thirteen thousand dollars (\$13,000.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract, in accordance with section 2288-2, General Code.

Inasmuch as mural paintings involve work of a character wholly dependent