

the rental to be paid on this contract for the period from November 16, 1938, to December 31, 1938, in the amount of \$255.00. This is, in my view, a sufficient compliance with the requirements of Section 2288-2, General Code. And viewing these instruments as one contract and not otherwise, the same are hereby approved. Inasmuch, however, as the provision in each of these instruments making the same, together with the other, one contract covering the rental on the above described premises for the aggregate period above noted was incorporated in these several instruments after the lessor executed the same but before they were signed by you as Director of Public Works, this approval is subject to the condition that said provision as it appears in each of these instruments be initialed by the lessor or by an authorized agent or representative of such lessor, so that there will be no question but what both parties to the contract have agreed to its terms as the same are now set out in said several instruments above referred to and considered; and which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

3215.

STATUS — RENTAL AGREEMENTS, STATE OF OHIO,  
THROUGH, DIRECTOR OF PUBLIC WORKS, ANNUAL  
RENTALS, USE, UNEMPLOYMENT COMPENSATION  
COMMISSION, LESSORS:

|                                                                                       |           |
|---------------------------------------------------------------------------------------|-----------|
| John H. Williamson, 118-122 W. Court St., Bowling Green, Ohio,                        | \$ 720.00 |
| Dime Saving Society, 114-116 Front St., Marietta, Ohio.....                           | 600.00    |
| Edna Wales, et al., 45 and 47 N. Erie St., Massillon, Ohio.....                       | 2400.00   |
| Market Avenue Realty Company, 703 Tuscarawas Avenue,<br>Canton, Ohio .....            | 3600.00   |
| Argyle Building Co., 113 N. Ohio St., Sidney, Ohio.....                               | 1080.00   |
| Geo. H. Smith, et al., 16 W. Second St., Chillicothe, Ohio.....                       | 900.00    |
| Mansfield Building & Loan Association, 3rd and Diamond Sts.,<br>Mansfield, Ohio ..... | 1800.00   |
| Roseville Pottery, Inc., 4th and Market Sts., Zanesville, Ohio....                    | 3600.00   |
| Arcade Realty Co., 30-32 N. Fourth St., Newark, Ohio.....                             | 1200.00   |
| Earle L. Johnson, 89 N. Park Place, Painesville, Ohio.....                            | 1500.00   |

COLUMBUS, OHIO, November 12, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a

number of rental agreements, so-called, together with accompanying leases which have been executed by the several lessors hereinafter named, renting and demising to the State of Ohio through you as Director of Public Works for the use of the Ohio Unemployment Compensation Commission premises respectively designated in said several rental agreements and accompanying leases.

These several rental agreements and accompanying leases which, taken together, in each instance lease and demise the several premises therein described to the State for an aggregate term or period from November 15, 1938, to and including December 31, 1940—the rental agreement covering the period from November 15, to December 31, 1938, inclusive, and the lease from January 1, 1939, to and including December 31, 1940—are as follows, designated with respect to the names of the respective lessors, the location of the premises and the annual base rental therein provided for:

| Lessor                                       | Location                                                                       | Annual<br>Rental   |
|----------------------------------------------|--------------------------------------------------------------------------------|--------------------|
| John H. Williamson                           | 118-122 W. Court St., Bowling<br>Green, Ohio.                                  | \$720.00           |
| Dime Saving Society<br>Edna Wales, et al.    | 114-116 Front St., Marietta, Ohio.<br>45 & 47 N. Erie St., Massillon,<br>Ohio. | 600.00<br>2400.00  |
| Market Avenue Realty<br>Company              | 703 Tuscarawas Ave., Canton,<br>Ohio.                                          | 3600.00            |
| Argyle Building Co.<br>Geo. H. Smith, et al. | 113 N. Ohio St., Sidney, Ohio.<br>16 W. Second St., Chillicothe,<br>Ohio.      | 1080.00<br>900.00  |
| Mansfield Building &<br>Loan Association     | 3rd and Diamond Sts., Mansfield,<br>Ohio.                                      | 1800.00            |
| Roseville Pottery, Inc.                      | 4th & Market Sts., Zanesville,<br>Ohio.                                        | 3600.00            |
| Arcade Realty Co.<br>Earle L. Johnson        | 30-32 N. Fourth St., Newark, Ohio.<br>89 N. Park Place, Painesville,<br>Ohio.  | 1200.00<br>1500.00 |

By a provision incorporated in these rental agreements and leases, each rental agreement and accompanying lease is made a single contract covering the rental of the several and respective premises therein described for the aggregate term or period above noted. And as is required in all cases where contracts for current expenses on behalf of the State extend beyond the biennium in which such contracts are made, these several rental agreements and leases and the rental therein provided for are conditioned upon appropriations made or to be made by the legislature.

Inasmuch as the aggregate term covered by each of these rental agreements and accompanying leases are less than three years, no attestation of witnesses or acknowledgment by the lessor or lessee of these several instruments was or is necessary. And since I find that in each case these leases have been properly executed by the several lessors and have been taken and accepted by you as Director of Public Works under the authority conferred upon you by Section 154-40, General Code, as is evidenced by your signature on each of these instruments, the several rental agreements and leases above referred to are hereby approved. Inasmuch, however, as the provision above referred to in each and all of these instruments making each particular rental agreement and accompanying lease a single contract covering the rental of the premises therein described for the aggregate term or period of time therein provided for, was incorporated in said several instruments after the execution of the same by the several lessors but before your acceptance of the same for and in the name of the State of Ohio, my approval of these several rental agreements and leases is conditioned upon the initialing of this provision as the same is found in said several rental agreements and accompanying leases by each of said several and respective lessors or by their authorized agents or representatives.

As to each of the contracts above noted consisting of the several rental agreements and accompanying leases, a contract encumbrance record has been submitted covering the rental to be paid for the respective premises leased and demised for the period of time from November 16, 1938, to December 31, 1938, inclusive, at the basic rental rate provided for in said several contracts. This is, in my opinion, a sufficient compliance with the requirements of Section 2288-2, General Code. And these several contracts are hereby approved subject only to the condition above referred to.

Respectfully,

HERBERT S. DUFFY,

*Attorney General.*

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3216.

RELIEF—TWELVE PER CENT LIMITATION—OVER-ALL—  
COMPUTED ON MONTHLY EXPENDITURES—STATUS—  
SALARY—EXPENDITURES OF CERTIFYING AGENT—  
EMPLOYEES—SURPLUS COMMODITIES—AMENDED SEN-  
ATE BILL 465.

*SYLLABUS:*

1. *The twelve per cent limitation referred to in Section 5 of*