

In the case presented by your inquiry, there is no question as to the term of the contract. Both by its express terms and by operation of law, such contract terminates at the end of ten years and under such circumstances, it is believed there is no obligation upon the public utility to continue service.

Specifically answering your questions, it is my opinion that:

1. Under the provisions of Section 3436, General Code, and its related sections, township trustees have no power to enter into a contract for the lighting of unincorporated districts for any period beyond ten years.

2. In the event it is desired to maintain such lighting district after the expiration of an existing contract, it is necessary to follow the procedure provided for in Sections 3428, et seq., General Code, for the creation of a new lighting district in order to make a new contract.

3. When such a contract is terminated, under such circumstances as are above described, there is no duty upon a public utility to continue service beyond the time required in the contract.

Respectfully,

GILBERT BETTMAN,
Attorney General.

361.

APPROVAL, NOTES OF MADISON TOWNSHIP RURAL SCHOOL DISTRICT, BUTLER COUNTY, OHIO—\$25,000.00.

COLUMBUS, OHIO, April 27, 1929.

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

362.

APPROVAL, LEASE OF LAND IN MADISON COUNTY FOR USE OF THE LONDON PRISON FARM, LONDON, OHIO.

COLUMBUS, OHIO, April 29, 1929.

HON. H. H. GRISWOLD, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date submitting for my examination and approval a certain lease in triplicate executed by one R. W. Boyd, leasing and demising to you as Director of the Department of Public Welfare, a certain tract of one hundred acres of pasture land to be used in connection with the London Prison Farm, near London, Ohio. The term of said lease is from March 1, 1929, to January 1, 1930, and the rental to be paid is the sum of \$500.00.

Under the provisions of Section 1848, General Code, you, as successor in powers of the board of administration, are authorized to lease lands for purposes of this

kind. The only question arising with respect to this lease is with reference to the very indefinite description of the lands intended to be covered by the lease. You state, however, that this identical tract of land has been under lease during the past year, and, inasmuch as parol evidence would, undoubtedly, be competent to identify the lands intended to be leased in case of any controversy in this matter, I am inclined to waive the objection suggested by reason of the indefinite description of the lands contained in the lease. Treating the statement in your letter that the rent to be paid for this lease has been appropriated and is available for payment, as a certificate from your department to this effect, said lease is approved subject to your signature thereto in your official capacity as Director of the Department of Public Welfare, and my approval is accordingly endorsed on said lease and on the duplicate and triplicate copies thereof.

Respectfully,
GILBERT BETTMAN,
Attorney General.

363.

APPROVAL, ARTICLES OF INCORPORATION OF THE MCKINLEY
CASUALTY COMPANY OF MARION.

COLUMBUS, OHIO, April 29, 1929.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—I am returning to you herewith the articles of incorporation of The McKinley Casualty Company of Marion, with my approval endorsed thereon.

Respectfully,
GILBERT BETTMAN,
Attorney General.

364.

APPROVAL, ABSTRACT OF TITLE TO LAND OF RUTH M. FOLEY, IN
NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, April 29, 1929.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of abstract of title, warranty deed, encumbrance estimate No. 4772 and controlling board certificate relating to the proposed purchase of a tract of fifty acres of land in Nile Township, Scioto County, Ohio, owned of record by one Ruth M. Foley, and which is more particularly described as follows:

“Being the EAST FIFTY (E 50) acres parcel of Lot Number FOUR in the Subdivision of Virginia Military Survey No. 15847, said parcel being bounded and described as follows:

BEGINNING at a stake on the bank of Point Lick near Lamp Black