

Notes in the aggregate amount of \$13,396.06, dated October 10, 1938, and bearing interest at the rate of 4% per annum.

From this examination, in the light of the law under authority of which these notes have been authorized, I am of the opinion that notes issued under these proceedings constitute valid and legal obligations of Harrison Township, Montgomery County, Ohio.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3296.

APPROVAL—STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, RENTAL AGREEMENTS, ANNUAL RENTALS, USE, OHIO UNEMPLOYMENT COMPENSATION COMMISSION; HARRY H. TAMPLIN, 125 EAST MAIN STREET, TROY, OHIO—GEORGE D. NICHOLSON, 920 WHEELING AVENUE, CAMBRIDGE, OHIO, \$720.00—EMIL C. ARFF AND BERTHA ARFF, 221 SOUTH MARKET STREET, WOOSTER, OHIO, \$540.00.

COLUMBUS, OHIO, November 29, 1938.

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

DEAR SIR: You have submitted for my examination and approval three 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 December 1, 1938, to and including December 31, 1940—the rental agreement covering the period from December 1, 1938, 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:

Harry H. Tamplin	123 East Main Street, Troy, Ohio	\$750.00
George D. Nicholson	920 Wheeling Avenue, Cambridge Ohio,	720.00
Emil C. Arff and Bertha Arff	221 South Market Street, Wooster, Ohio	540.00

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 is 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.

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 December 1, 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 and are herewith returned to you

Respectfully,

HERBERT S. DUFFY,
Attorney General.