

court of competent jurisdiction upon proper petition therefor would correct by a decree directing the reformation of said lease so as to describe therein the canal land which the parties intended said lease to cover, I see no reason why the parties to said lease could not effect such correction by a cancellation of the old lease by mutual agreement, and by the execution, delivery and acceptance of a new lease which correctly describes the property intended to be leased.

By way of specific answer to the question presented in your communication, I am of the opinion, therefore, that under the facts stated in said communication, the Superintendent of Public Works had authority to cancel the first lease with the consent of the lessee named therein, and to execute to her the second lease referred to in said communication.

Under the provisions of Section 2 of the act of April 5, 1929, which was designated by the Attorney General as Section 14152-3a, General Code, there is excepted and reserved from the provisions of said act any portion of abandoned Hocking canal lands that were then occupied by state highways or that might be designated by the Director of Highways as necessary in any scheme of highway improvement adjacent to said abandoned canal lands within one year from the effective date of said act. Mrs. Ferrenburg took said lease and the abandoned Hocking canal lands thereby demised subject to the provisions of Section 2 of said act, and she now holds said canal lands under her lease subject to such rights as the Director of Highways may now have to designate and use any part of said canal lands for highway purposes.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2076.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND GILCHRIST CONSTRUCTION COMPANY, OF CLEVELAND, OHIO, FOR CONSTRUCTION AND COMPLETION OF CONTRACT FOR WORK ON CLEVELAND STATE HOSPITAL AT AN EXPENDITURE OF \$105,040.00.—SURETY BOND EXECUTED BY AETNA CASUALTY AND INSURANCE COMPANY OF HARTFORD, CONNECTICUT.

COLUMBUS, OHIO, July 9, 1930.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works for the Department of Public Welfare, and The Gilchrist Construction Company, of Cleveland, Ohio. This contract covers the construction and completion of contract for combined bid on general work and mechanical trades in a building known as Cottage No. 4, Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio, as set forth in Item No. 6; Item No. 7, Alternate C-1; Item No. 13, Alternate C-5; Item No. 16, Alternate C-7; Item No. 17, Alternate P-1; Item No. 19, Alternate P-3; Item No. 20, Alternate H-1; and Item No. 21, Alternate E-1 of the Form of Proposal dated June 3, 1930. Said contract calls for an expenditure of one hundred and five thousand and forty dollars (\$105,040.00).

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. You have also furnished evidence to the effect that the consent of the Controlling Board to the expenditure has been obtained, as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition you have

submitted a contract bond, upon which the Aetna Casualty and Insurance Company of Hartford, Connecticut, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law, and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation act have been complied with.

Finding said contract and bond 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.

2077.

ELECTION LAW—JUDGES AND CLERKS OF ELECTIONS APPOINTED UNDER REPEALED SECTION 4853, GENERAL CODE, ENTITLED TO COMPENSATION PROVIDED BY SECTION 4785-28, GENERAL CODE AT AUGUST, 1930, PRIMARY.

SYLLABUS:

Judges and clerks of elections heretofore appointed under Section 4853, General Code, in the year 1929, who will serve under such appointment at the August 1930 primary, should be paid the compensation provided in Section 4785-28, General Code,

COLUMBUS, OHIO, July 9, 1930.

HON. J. F. KUHNS, *Prosecuting Attorney, New Philadelphia, Ohio.*

DEAR SIR:—Your letter of recent date is as follows:

"Section 4785-234 of the Election Laws states:

'This act shall become effective on the 1st day of January, 1930.'

Section 4785-28 of the Election Laws states:

"The judges and clerks shall receive as compensation for their services, when actually serving, the sum of eight dollars for each general, primary and special election, in counties of less than two hundred and fifty thousand population according to the next preceding federal census; * * *."

Section 4785-25 provides:

'On or before the first day of September before each November election the board by a majority vote shall, after careful examination and investigation as to their qualifications, appoint for each election precinct six competent persons, four as judges and two as clerks, who shall constitute the election officers of such precinct. * * *'

There are less than 250,000 population in Tuscarawas County. The question arises: Are the judges and clerks, who shall serve as election officers at the August 1930 primaries, entitled to the \$8.00 for their services, as authorized by Section 4785-28, or must they serve for the \$5.00, as authorized by Section 4860, G. C., which was in force before this new election law?

Our County Board of Elections requests your opinion through me."

Section 4785-25, General Code, part of which you have quoted in your letter, provides as follows: