

under the statute providing for the filling of vacancies or for the original appointment for such office they would be holding office under *color of title*.

It is a general well understood rule that you cannot collaterally attack the right of a person to hold office. A person appointed under color of title is either a de jure or a defacto officer and his title to such office can only be questioned by a proceedings in quo warranto to oust him from such office. If a legally constituted board of health does not exist a de facto board of health exists and the actions of a de facto officer are as legal as the action of a de jure officer. The employment of a health commissioner and other employes of a board of health, whether made by a de facto board of health or a de jure board of health is legal and cannot be questioned.

It is therefore my opinion that the term of office of a member of the district board of health under section 4406 of the General Code is until his successor is appointed and qualified.

Respectfully,
C. C. CRABBE,
Attorney General.

2886.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE ROOSMEYER-HECHT COMPANY, OF CINCINNATI, OHIO, COVERING THE FURTHER IMPROVEMENT OF A MONUMENT TO THE MEMORY OF WILLIAM HENRY HARRISON AND THE WILLIAM HENRY HARRISON MEMORIAL PARK, AT NORTH BEND, OHIO, AT EXPENDITURE OF \$3,400.00.

COLUMBUS, OHIO, October 21, 1925.

HON. G. F. SCHLESINGER, *Director of Highways and Public Works, Columbus; Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Highways and Public Works, and the Roos-Meyer-Hecht Company, of Cincinnati, Ohio. This contract covers the further improvement of a monument to the memory of William Henry Harrison and the William Henry Harrison Memorial Park, at North Bend, Ohio, and calls for an expenditure of \$3,400.00.

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. There has further been submitted a contract bond upon which the Aetna Casualty and Surety Company 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 given for ten days as authorized by the Board of Control, 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 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,
C. C. CRABBE,
Attorney General.