

public \* \* and the question of the validity of such a contract does not depend on the circumstances whether it can be shown that the public has actually suffered any detriment or loss. It is also a well settled rule that a public officer cannot lawfully, on behalf of the public which he represents, contract with himself personally for the performance of services. \* \* These principles have been applied to contracts by members of municipal boards with such boards, to the effect that a member of the common council of a village cannot lawfully enter into a contract with the village for his own benefit where the contract depends on authority derived from a vote of such council. Such a contract is void on the ground that it is against public policy to allow a member of a board or council to place himself in a position antagonistic to his duty and obtain a contract for himself from the group of which he is a member."

If, as a matter of fact, as you state, the health commissioner who was appointed in December of 1933, was at the time in partnership with one of the members of the board that appointed him and that member shared in the emoluments of the position to which the health commissioner was appointed, I am of the opinion that the appointment was illegal and void and that the present board of health may now lawfully appoint a health commissioner for the district for a term of not more than two years.

Respectfully,

JOHN W. BRICKER,

*Attorney General.*

2885.

APPROVAL—CONTRACT BETWEEN STATE OF OHIO AND THE  
SPOHN PLUMBING COMPANY FOR THE CONSTRUCTION AND  
COMPLETION OF A PROJECT KNOWN AS AN ADDITION TO  
MACK HALL OF OHIO STATE UNIVERSITY.

COLUMBUS, OHIO, July 3, 1934.

HON. T. S. BRINDLE, *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 Board of Trustees of Ohio State University, Columbus, Ohio, and the W. H. Spohn Plumbing Company, Columbus, Ohio. This contract covers the construction and completion of Plumbing Contract (Item XVIII, together with Alternate No. 1) for a project known as Addition to Mack Hall on the campus of Ohio State University, in accordance with the form of proposal dated June 6, 1934. Said contract calls for an expenditure of nine thousand seven hundred and forty-three dollars (\$9,743.00).

You have submitted the certificate of the Auditor of State showing that there are available moneys from the special trust fund for Dormitory purposes of Ohio State University, which moneys when supplemented by the moneys from the federal government, will be sufficient to cover the cost of erection of the improvement.

You have also shown that the board of trustees of Ohio State University has authorized the construction of this project. In addition, you have submitted a contract bond upon which the United States Fidelity and Guaranty Company of Baltimore, Maryland, 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, 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,  
 JOHN W. BRICKER,  
*Attorney General.*

2886.

APPROVAL—THREE LEASES EXECUTED TO THE STATE OF OHIO  
 IN RICHLAND TOWNSHIP OF LAND FOR GAME REFUGE PUR-  
 POSES.

COLUMBUS, OHIO, July 3, 1934.

HON. WILLIAM H. REINHART, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval three leases in duplicate executed by certain property owners in Richland Township, Logan County, Ohio, by which several leases there are leased and demised to the State of Ohio for state game refuge purposes, for terms of five years each, several tracts of land in said township and county.

Said leases designated with respect to their several numbers, the names of the grantors and the acreage covered by the respective leases, are:

Lease No.	Name of Lessor	Acreage
2221	Mrs. R. D. Harman	300
2222	Mrs. R. D. Harman	140.19
2223	Patrick R. Healey	80

Upon examination of these leases, I find that the same have been executed and acknowledged by the respective lessors in the manner provided by law. I further find upon examination of the provisions of these leases and of the conditions and restrictions therein contained, that the same are in conformity with the provisions of section 1435-1 and other sections of the General Code relating