

the prohibitory part of said section 3 of article XVIII refers to the subject-matter of ordinances and not to the penalty.

Your second question must, therefore, be answered in the affirmative.

Respectfully,

C. C. CRABBE,

*Attorney General*

1150.

CONTRACT—VILLAGE COUNCIL MAY LEGALLY EMPLOY SOLICITOR  
FOR TERM OF TWO YEARS.

*SYLLABUS:*

*A village council may legally employ a solicitor for the term of two years if said contract begins during the period of the present incumbents. The fact that said contract is not to be completed until after the personnel of council changes does not invalidate such contract.*

COLUMBUS, OHIO, January 26, 1924.

*Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.*

GENTLEMEN:—You request my written opinion as follows:

“Section 4220 of the General Code provides that:

“When it deems it necessary, the village council may provide legal counsel for the village, or any department or official thereof, for a period not to exceed two years, and provide compensation therefor.”

Section 4241 of the General Code provides that:

“The council shall not enter into any contract which is not to go into full operation during the term for which all the members of such council are elected.”

On January 2nd, 1923, council of the village of Milford, Hamilton and Clermont counties, passed a resolution employing Messrs. Murphy & Joseph as legal counsel for the village for a period of two years ending December 31, 1924.

Question: Since the term of all the members of council in office at the date when this contract was entered into expired on December 31, 1923, would such contract be binding upon the present council for the full period of its term?”

As suggested in your communication, section 4220 G. C. fully authorizes the council of the village to employ legal counsel for the term of two years when it deems it necessary. It is further true that section 4241 G. C. inhibits the council from entering into any contract, which is not to go into full operation during the term for which all of the members of such council are elected.

The only question presented, of course, is, as to when a contract is in full operation within the meaning of said statute. It is believed to be apparent that a contract going into operation is to be distinguished from the completion of a contract. This must be the situation or else it would be beyond the power of council to enter into any contract which was to be completed or any part of which is to be executed after the personnel of the council has changed. It is evident that it was

the intent of this section to prevent the council from tying the hands of future councils in the execution of contracts. However, it is not believed that it could possibly be construed to require a contract to be completed within the term of the present members of council. Undoubtedly the council under consideration could not have legally provided for employment of the solicitor to begin at a future time after the expiration of the term of any of the members. However, the statute expressly authorizes the employment of a solicitor for the term of two years and in the case you mention the council exercised such power. The solicitor entered upon the contract and performed one year of service during the time of the members who executed the contract.

It is my opinion that under the circumstances said contract was put in full operation in pursuance to the provisions of the statute and is valid for the term of two years from the date of its execution.

Respectfully,  
C. C. CRABBE,  
*Attorney-General*

1151.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE OHIO ELEVATOR AND MACHINE COMPANY OF COLUMBUS, OHIO, FOR INSTALLATION OF ONE PASSENGER ELEVATOR IN ADMINISTRATION BUILDING OF DAYTON STATE HOSPITAL, DAYTON, OHIO, AT COST OF \$5,670.00—SURETY BOND EXECUTED BY GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, January 26, 1924.

HON. L. A. BOULAY, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Highways and Public Works and The Ohio Elevator and Machine Company of Columbus, Ohio. This contract covers the installation of one passenger elevator in the Administration Building of the Dayton State Hospital, Dayton, Ohio, and calls for an expenditure of \$5,670.00.

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 Globe Indemnity 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 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 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.*