to the state building commission or to the adjutant general to make a contract for less than the amount paid, or to change the amount of a bid, yet considering the practical effect of this agreement, the procedure proposed in this agreement is not deemed to be in violation of the spirit and intent of the building regulation statutes, and inasmuch as the state is protected by the terms of the contract and the bond to secure its performance, in consideration of the amount appropriated, the availability of which is evidenced by the auditor's certificate hereto attached, it is believed the agreement should be and the same hereby is approved.

Respectfully,

JOHN G. PRICE,

Attorney-General.

1738.

APPROVAL, CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION, THE LIBERTY MUTUAL INSURANCE COMPANY.

COLUMBUS, OHIO, December 28, 1920.

HON. HARVEY C. SMITH, Secretary of State, Columbus, Ohio.

DEAR SIR:—The certificate of amendment to the articles of incorporation of The Liberty Mutual Insurance Company is herewith returned to you with my approval endorsed thereon.

Respectfully,

JOHN G. PRICE,

Attorney-General.

1739.

BOARD OF EDUCATION—MAY SELL SCHOOL HOUSE—DEED TO BOARD WAS "FOR SCHOOL PURPOSES ONLY"—SPECIFIC CASE PASSED UPON.

Under the deeds considered in this opinion the grantee, the board of education, may sell and convey the lands therein described.

Columbus, Ohio, December 29, 1920.

Hon. Vernon M. Riegel, Superintendent of Public Instruction, Columbus, Ohio.

Dear Sir:—Receipt of your first letter and the reply to our letter concerning your first communication is hereby acknowledged. The original letter was as follows:

"Can a board of education sell a rural school house or grounds, or both when the deed to board states that property is for school purposes only, and give title to same when the board abandons rural schools? Some people hold that 'for school purposes only' gives board right to sell and