

the names of Volney S. Taylor and Virginia Taylor, his wife, should be eliminated and the contract encumbrance record should run to C. W. Miller and Irene Miller, his wife. In conclusion, it is hardly necessary for me to say that the transaction for the purchase of this property should not be closed by the payment of the purchase price of the property or of any part thereof until the judgment liens above referred to are released of record by payment or by some other arrangement satisfactory to the judgment creditors. With these observations, I am returning to you said abstract of title, deeds, contract encumbrance record No. 48 and other files which have been submitted to me in connection with this matter.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1424.

CONTRACT BETWEEN COUNTY AND MUNICIPALITY FOR
THE SUPPORT OF COUNTY PRISONERS—EXTRA EXPENSE TO CITY—SERIOUS ILLNESS.

SYLLABUS:

A contract between a county and a municipality whereby the municipality agrees to incarcerate county prisoners for the periods of their respective sentences, which provides especially for reimbursement by the county for extra expense to the city on account of serious illness of any prisoners requiring special treatment, or in the event of any other occurrence causing extra expense to the city, is in accordance with Section 13451-14, General Code, and the city may recover under its terms.

COLUMBUS, OHIO, November 3, 1937.

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

GENTLEMEN: This will acknowledge receipt of your recent letter which reads as follows:

“We are inclosing herewith correspondence from our Cincinnati Examiner, together with a form of contract for boarding prisoners in the workhouse in that City, and in connection therewith we submit the following question:

Question: May the City charge the contracting subdivisions for the extra cost of maintaining prisoners confined in

the quarantine hospital and receive reimbursement for such additional expense under the terms of paragraph four of the attached contract?"

The pertinent parts of the attached contract are as follows:

“AGREEMENT

This agreement this day entered into by and between the City of Cincinnati acting through.....its City Manager thereunto duly authorized by Ordinance No.and the Commissioners of.....acting through....., its president, thereunto authorized by said board, witnesseth:

WHEREAS, the.....of..... is adequately provided with facilities for the incarceration and care of its prisoners convicted of misdemeanors, and desires to have such prisoners incarcerated and cared for in the workhouse of the City of Cincinnati for the periods of their respective sentences; now therefore, the contracting parties agree as follows:

* * * * * * * * *

4. In the event of the serious illness of any prisoner of said..... requiring special treatment and extra expense, or in the event of any other occurrence causing extra expense to the City of Cincinnati in connection with any of such prisoners not herein provided for, the City of Cincinnati shall be reimbursed the amount of the extra expense. * * *.”

Section 13451-14, General Code, provides as follows:

“In any county which has no workhouse, but contains a city which has a workhouse maintained by the city, it shall be competent for the commissioners of the county to agree with the proper authorities of such municipality, upon terms and conditions under which persons convicted of misdemeanors shall be maintained in such city workhouse at the expense of said county. In any such case persons committed to such city workhouse for the violation of any law of the state, whether such commitment be from the court of common pleas or police court or other court, or magistrate’s court, the cost and expense of maintaining such persons so committed, shall be paid out of the general fund of the county, on the allowance of the county commissioners, provided, however, that all persons committed

to any such city workhouse for the violation of any ordinance of such municipality, shall be maintained in such workhouse at the sole cost of such municipality.”

In Opinions of the Attorney General for 1918, Vol. I, Page 943, the following syllabus appears:

“Where a county has no workhouse, and is not joined with other counties in the maintenance of a joint workhouse, prisoners from such county may not be sentenced by the courts to the workhouse of another county except under agreement as provided in Section 12384 G. C.”

Quoting from the same opinion at page 946:

“When there is no workhouse in the county or the county has not become a part of a district in which a joint workhouse is maintained, Section 12384 G. C. allows the commissioners of the county or the council of a municipality to agree with the city council or other authority having control of a workhouse in another city or county, upon what terms and conditions persons convicted of misdemeanors for the violation of a municipal ordinance may be received into such workhouse. The county commissioners or the council of a municipality are authorized to pay whatever expenses are incurred under such agreement.”

Section 13451-14, General Code, is the new enactment of Section 12384, General Code, referred to above, and is contained in the criminal procedure code.

Inasmuch as there is express statutory authority for the county commissioners to contract with the council of a municipality for the maintenance of county prisoners, your question seems to resolve itself into a determination of authority for the fourth paragraph of the agreement, *supra*. It is noted that the terms of the said fourth paragraph are very broad, in that first it covers the serious illness of any prisoners requiring special treatment and extra expense, and then it covers any other occurrence causing extra expense to the city of Cincinnati in connection with any of such prisoners not provided for otherwise in the contract.

In view of the foregoing, it is therefore my opinion that the city of Cincinnati may charge the contracting subdivision for the extra cost of maintaining prisoners confined in the quarantine hospital, and may re-

ceive reimbursement for such additional expense under the terms of paragraph 4 of the contract set forth above.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1425.

APPROVAL—BONDS OF LUCAS COUNTY, OHIO, \$10,000.00.

COLUMBUS, OHIO, November 3, 1937.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.
GENTLEMEN:

RE: Bonds of Lucas County, Ohio, \$10,000.00.

The above purchase of bonds appears to be part of an issue of bonds of the above county dated November 1, 1933. The transcript relative to this issue was approved by this office in an opinion rendered to your board under date of April 18, 1934, being Opinion No. 2523.

It is accordingly my opinion that these bonds constitute a valid and legal obligation of said county.

Respectfully,

HERBERT S. DUFFY,
Attorney-General.

1426.

APPROVAL—LEASE OF OFFICE SPACE AT THIRTY-THREE NORTH THIRD, INC., COLUMBUS, OHIO, FOR USE OF THE UNEMPLOYMENT COMPENSATION COMMISSION OF OHIO.

COLUMBUS, OHIO, November 3, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certain lease executed by Thirty-Three North Third, Inc.,