

While it is true that these opinions do not give consideration to the provisions of Section 2410, which apparently is relied upon by the county commissioners, I do not feel that that section is applicable. It provides as follows:

"The board may employ a superintendent, and such watchman, janitors and other employes, as it deems necessary for the care and custody of the court house, jail, and other county buildings, and of bridges, and other property under its jurisdiction and control."

While the general language here employed might, in the absence of other provisions of law, be construed as broad enough to include the employment of persons engaged upon road work, the specific provisions of Section 7198 are controlling with respect to maintenance and repair work. Section 7198 of the General Code is as follows:

"The county surveyor may when authorized by the county commissioners employ such laborers and teams, lease such implements and tools and purchase such material as may be necessary in the construction, reconstruction, improvement, maintenance or repair of roads, bridges and culverts by force account."

It is true that this refers to work by force account only, but I am of the view that it contemplates all maintenance and repair work which is carried on except through contract let pursuant to competitive bidding. Since the ordinary maintenance and repair of roads is generally of such character as to be more appropriately done by the employment of labor and the purchase of materials rather than through contract, it follows that this must be under the supervision of the county surveyor who has the authority, when authorized by the county commissioners, to employ the necessary personnel.

Accordingly, by way of specific answer to your inquiry, I am of the opinion that in the maintenance and repair of county roads which is authorized by the county commissioners to be done by force account and without contract, the employment of the necessary laborers for the prosecution of the work rests with the county surveyor and not with the county commissioners.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2107.

APPROVAL, LEASE BETWEEN BROAD THIRD REALTY COMPANY AND STATE OF OHIO FOR OFFICE SPACE IN ROWLANDS BUILDING, COLUMBUS, OHIO, FOR USE OF DEPARTMENT OF PUBLIC WELFARE.

COLUMBUS, OHIO, July 19, 1930.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication of recent date re-submitting for my examination and approval a certain lease and copies thereof, executed by the Broad-Third Realty Company, whereby it leases to A. T. Connar, Superintendent of Public Works, as Director of Public Works, for the use and benefit

of the Department of Public Welfare, Support Department, certain space in the Rowlands Building at Broad and Third Streets, Columbus, Ohio, for office purposes.

An examination of the lease submitted shows that said lease has been corrected with respect to the matters pointed out in former Opinion No. 2078 of this office, which caused the lease to be disapproved upon first submission to this office. Said lease is, therefore, accordingly approved as to legality and form. I am returning to you all the papers submitted in connection with said lease.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2108.

APPROVAL, ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE ESTIMATE RELATING TO PROPOSED PURCHASE BY STATE OF OHIO OF LAND OF J. WILEY WEST, IN MARIETTA TOWNSHIP, WASHINGTON COUNTY, OHIO.

COLUMBUS, OHIO, July 19, 1930.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval an abstract of title, warranty deed, encumbrance estimate No. 138 and controlling board certificate, relating to the proposed purchase by the State of Ohio of a tract of land owned of record by one J. Wiley West, in Marietta Township, Washington County, Ohio, which tract of land is more particularly described as follows:

“Being a part of Section 8, Town 2, Range 8, of the Ohio Company’s Purchase, and bounded and described as follows, to-wit: Beginning at an iron pipe at the southwest corner of the land conveyed by J. Wiley West and wife to the State of Ohio, by deed recorded in volume 197, at page 61; thence south 87 deg. 51’ west 5.23 chains to the center of State Highway No. 7, where an iron pipe bears north 87 deg. 51’ east 0.495 chains; thence south 25 deg. 51’ east along the center of said Highway 9.23 chains to a point 15 feet north of the south line of the lands of said J. Wiley West, where an iron bears north 89 deg. 43’ east 0.505 chains; thence north 89 deg. 43’ east parallel to and 15 feet north of said south line, 28.73 chains to an iron pipe; thence north 14 deg. 10’ west 8.56 chains to an iron pipe; thence north 89 deg. 50’ west 1.28 chains to an iron pipe at the southeast corner of the tract conveyed by said deed recorded in volume 197, page 61 of said deed records; thence north 89 deg. 50’ west along the south line of the above mentioned tract 24.17 chains to the place of beginning. Containing 25 acres.”

Upon examination of the abstract of title submitted, which was certified by the abstractors under date of July 3, 1930, I find that said J. Wiley West has a good and indefeasible fee simple title to the above described property, subject to the life interest of his wife, Annie I. West, and subject to taxes on said property for the last half of the year 1929, amounting to one hundred twenty-seven dollars and forty-two cents (\$127.42), and the undetermined taxes for the year 1930.