

3261.

DISAPPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, May 27, 1931.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and approval, contract covering the following improvement:

Section—Part of "Akron"
State Highway No. 572
Summit County.

I am returning the contract without my approval, for the reason that it is a cooperative contract between the county and the state, and it appears that the proposed improvement is only twenty feet in width. In view of the holding of the Lucas County Court of Appeals, in the case of *John Niemeyer, Sr. v. Commissioners*, it would appear that such contracts are invalid except to the extent that they obligate a county to participate in payment for the construction of that portion of such an improvement which is in excess of twenty feet in width. It may be noted that said case is now pending in the Supreme Court, being case No. 22761. However, unless and until the Supreme Court reverses the decision of the Court of Appeals, it is believed such contract may not be safely approved.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3262.

BOARD OF ELECTIONS—RIGHT TO REMOVE ASSISTANT CLERK WITHOUT CAUSE PRIOR TO EXPIRATION OF DEFINITE TERM FOR WHICH HE HAD BEEN APPOINTED.

SYLLABUS:

When a board of elections has appointed an assistant clerk for a definite term, such clerk may be summarily removed by the board at any time prior to the expiration of said term, there being no legal authority for the appointment for a definite term and the board having express authority to remove its assistant clerks.

COLUMBUS, OHIO, May 27, 1931.

HON. DONALD J. HOSKINS, *Prosecuting Attorney, Columbus, Ohio.*

DEAR SIR:—Your letter of recent date is as follows:

"We respectfully request your written opinion on the following case:

On May 5th, 1930, the board of elections adopted a motion appointing